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IT APPEARS probable that the Finance Bill will become law this week, and the new or increased taxes which were so fully discussed last year will come into operation. Though the Chancellor of the Exchequer anticipates an early return from the duties on land values, this is a source of revenue which can only be productive gradually, and, since it represents the more complicated part of the new taxation, it is likely to raise many questions, both practical and legal, before the collection of the duties becomes fully established. The duties are the increment value duty, the reversion duty, the undeveloped land duty, and the mineral rights duty. To a large extent these depend on questions of valuation, and the provision of clauses 33 and 34, as to appeals, which were a concession made during the discussion on the Bill last year, will prove an important check on official valuation. Clause 33 establishes a Reference Committee consisting, for England and Wales, of the Lord Chief Justice, the Master of the Rolls, and the President of the Surveyors' Institution. The initial appeal will be to one of the panel of referees to be appointed under clause 34, and the Reference Committee will both appoint this panel and make rules regulating the appeals. There will be an appeal from the referee to the High Court, or, in matters not exceeding £500, to the county court. From the county court there will be a right of appeal to the Court of Appeal, but from the High Court only by leave. Rules of Court will be made regulating these appeals from the referees.

The New Death and Stamp Duties.

THE NEW scale of Estate Duty will operate in the case of persons dying after the 30th of April, 1909, and in such cases also the rate of Settlement Estate Duty will be raised from 1 to 2 per cent. The new provision for the optional transfer of land in satisfaction of Estate Duty or Settlement Estate Duty or Succession Duty may sometimes be found useful where the sale necessary for raising the amount of the duty cannot be advantageously effected. Land transferred is to be dealt with by the Inland Revenue Commissioners "in such manner as Parliament may hereafter determine." Thus at present there is no provision for these transfers bringing in a cash contribution to the revenue of the current year. The 1 per cent. Legacy

and Succession Duty remain the same, but in future duty at this rate will not be saved by payment of Estate Duty, save in certain excepted cases. In the case of surrender of life estates and other assurances made to avoid Estate Duty the surrenderor or assurer will have to survive for three years in order that the device may be effectual. The increase in stamp duties will fall heavily on purchasers, but will be more especially felt in the case of voluntary conveyances, which in future will have to be stamped as conveyances on sale, with the substitution of the value of the property for the amount of the consideration. The new Stamp Duties come into operation on the passing of the Act.

M. Henri Barboux.

THE DEATH is announced of M. HENRI BARBOUX, for more than half a century one of the most brilliant advocates at the French bar. In the interval between 1870 and 1880 he was counsel in most of the important cases which came before the Paris courts, appearing in the suit of Madame SARAH BERNHARDT against the Theatre Française and in the Panama litigation, where he was counsel for M. LESSEPS and his son C. LESSEPS. He became Batonnier of the bar in 1880, and in 1907 was elected a member of the Academy. He was the author of a number of treatises on legal subjects. The speeches of M. BARBOUX were prepared with elegance and care, and were heard with the attention which a French audience always bestows upon elegance of style. But he was probably little known beyond French territory, for the French press, as a rule, confines its reports to criminal or political cases. M. BARBOUX, like other great leaders of the Parisian bar, was chiefly engaged in the First Chamber of the Court of Appeal. Questions affecting the municipalities and the public departments; disputes relating to the authority of parents; and applications by married women for power to act without their husband's consent, are usually taken in this court, together with the great financial cases in which M. BARBOUX was often engaged. The French newspapers have little room for the business of this chamber and reserve their columns for the interrogation of some notorious criminal in the court of assizes, or the speech of the advocate in a political prosecution. M. BARBOUX will, at any rate, take a prominent place among the great advocates who have passed away.

The Swansea Case.

THE DECISION of the Court of Appeal in this case is of great interest and importance. The man in the street may not care for it, he only thinks that a somewhat unseemly quarrel has been put a stop to; while those who apply politics to religious questions—a very different thing, we may observe, from applying religious considerations to politics—will, according to their political opinions, be pleased with, or sorry for, the result. We do not intend to discuss the merits of the case, but we desire to call attention to the reasoning on which the decision was founded. It lays down the broad principle that although an Act of Parliament may give to a Government department a power to determine disputed facts, or to exercise a discretion, it does not enable them to determine the meaning of the Act. This is laid down with great lucidity in the judgment of the Master of Rolls, and in greater detail in the judgment of of FARWELL, L.J. (as reported in the *Times* of April 22nd.) He says: "Where a Government department has questions of great public importance referred to it, it becomes a tribunal charged with the performance of a public duty, and as such amenable to the jurisdiction of the High Court within the limits well established by law. If the tribunal has exercised the discretion entrusted to it *bonâ fide*, not influenced by extraneous or irrelevant considerations, and not arbitrarily or illegally, the court cannot interfere; they are not a Court of Appeal from that tribunal. But they have power to prevent the intentional usurpation, or mistaken usurpation, of a jurisdiction beyond that given to the tribunal by law, and also the refusal of their true jurisdiction by the adoption of extraneous considerations in arriving at their conclusion or deciding a point other than that brought before them, in which cases the courts have regarded them as declining jurisdiction. Such tribunal is not an autocrat free to act as it pleases, but is an inferior tribunal subject to the jurisdiction which the Court of King's Bench for centuries, and the High Court since the Judicature Act, has exercised over such tribunals." The law as laid down by FARWELL, L.J., is of great importance at the present time, when Parliament habitually vests large discretionary powers in Government Departments, who may have strong political pressure put upon them to influence their decisions.

Assignment of Part of Debt.

THE QUESTION of the possibility of making a legal assignment of part of a debt under section 25 (6) of the Judicature Act, 1873, which has been hitherto an open one, and on which conflicting decisions have recently been given by DARLING, J., in *Skipper* v. *Holloway* (79 L. J. K. B. 91)—in favour of the assignability—and by BRAY, J., in *Bowler* v. *Baker* (26 T. L. R. 243) against it, has now been decided by the Court of Appeal on appeal in the latter case (*sub. nom. Forster* v. *Baker*, *Times*, 21st inst.) in accordance with the decision of BRAY, J. In *Durham Brothers* v. *Robertson* (1898, 1 Q. B., p. 774) CHITTY, L.J., threw doubt on the possibility of making a legal assignment of part of a debt, and in *Jones* v. *Humphreys* (1902, 1 K. B. 10) Lord ALVERSTONE, C.J., said that, if it were possible, the assignment must at least be of a definite sum, so that the debtor might know how much he would be justified in paying to the assignee. But the debtor is not only concerned to know whom he is to pay; if he is unable to pay, he is very much concerned with the remedy which his creditor has against him. As long as the debt is whole, whether in the hands of the creditor or of an assignee, the debtor is subject to only one action with its consequent result in the way of execution. If the debt can be assigned in parts, he is liable to as many actions and as many executions. This consideration has influenced the Court of Appeal to decide against the possibility of the legal assignment of part of the debt. The assignor cannot confer on the assignee any more extended right than he himself has. He himself can only have one judgment and one execution, and he cannot, by dividing the debt and assigning it in parts, render the debtor liable to several judgments and several executions. Possibly this reasoning begs the question, for if section 25 (6) gives the right to make legal assignments of the debt in parts, it creates at the same time the right in each assignee to exercise the legal right to recover his part. But since the sub-section does not expressly give this right, it is, of course, permissible to interpret it by the result which the partial assignment would have, and the fact that the burden on the debtor would be increased is a sufficient ground for holding that the language of the sub-section was not intended to produce this result.

The Law of Distress Amendment Act, 1908.

QUESTIONS ON the law of landlord and tenant appear to be inexhaustible, and one of them was recently debated on a summons before the metropolitan magistrate at Bow-street under the Law of Distress Amendment Act, 1908. By section 1 of the Act it is provided that "If any superior landlord shall levy, or authorize to be levied, a distress on any furniture, goods or chattels of (*a*) any under-tenant liable to pay a rent which would return the full annual value of the premises; (*b*) any lodger, or (*c*) any other person whatsoever, not being a tenant of the premises or any part thereof, and not having any beneficial interest in any tenancy of the premises or of any part thereof, for arrears of rent due to such superior landlord by his immediate tenant, the under-tenant, lodger, or other person aforesaid may make a declaration that the immediate tenant has no property in the goods distrained or threatened to be distrained upon; that the goods are the property of such under-tenant, lodger, or other person aforesaid; and, in the case of an under-tenant or lodger, setting forth the amount of rent due to the immediate landlord and containing an undertaking to pay to the superior landlord any rent so due or to become due until the arrears of rent in respect of which the distress has been levied have been paid off. If the landlord or the bailiff employed by him proceed with the distress after being served with this declaration, they are to be deemed to be guilty of an illegal

distress, and a justice may make an order for the restoration of the goods. In support of the summons, the complainant proved that he had been permitted by the immediate tenant of the defendant (the superior landlord) to use the whole of the flat of which he was tenant free from rent since August last, and that he, the complainant, had no beneficial interest in the premises, the tenant being on the rate book as occupier. Having reason to believe that his licensor was in embarrassed circumstances, he endeavoured to remove his goods from the flat, but was stopped by the defendant, who levied a distress upon them. A declaration as prescribed by section 1 was duly served, but the defendant refused to give up the goods. The question was whether the complainant was within the three classes of persons entitled to immunity from distress under section 1 of the Act. For the defendant it was argued that the complainant was a tenant—*i.e.*, a tenant at will—and that he had not brought himself within the exceptions in sub-section (*c*) of the section. The magistrate came to the conclusion that the complainant had been a tenant at will; that he was not, therefore, entitled to exemption from distress, and that the summons must be dismissed. This decision seems to us to be correct according to our understanding of the Act. An under-tenant at the date of the Act was not protected against a distress of the superior landlord, and the new Act only gives protection to an under-tenant whose description corresponds to that given in section 1, sub-section (*a*). We think there was evidence that the complainant was a tenant at will, though he paid no rent, and paying no rent he was not within the description in section 1, sub-section (*a*). We are unwilling to speculate as to the object of the section, but the Legislature may have been unwilling to extend the protection of the Act to under-tenants whose rent, if any, was insufficient to afford the landlord any substitute or security for that due from his immediate tenant.

Ratification of Insurance Contract.

CAN A principal ratify an act of his agent so as to become a party to a contract already made on his behalf, if he could not then enter into the contract for the first time? The general rule is that ratification under such circumstances would not be allowed. There is, however, an exception in the sphere of the law of marine insurance. It has long been recognized as permissible for the owner of a ship to ratify the contract of his agent effecting any insurance on the ship, even though the principal knew of her loss at the time of ratification. Here the principal could not enter into a valid contract of insurance himself for the first time if he made the contract with knowledge of the loss. It was, however, recognized by the Court of Appeal in *Williams* v. *North China Insurance Co.* (1 C. P. D. 757), that in 1876 a rule had been acted on with regard to marine insurance for nearly 100 years to the effect that, where an insurance is effected without authority by one person on another's behalf, the principal may ratify the insurance even after the loss is known. No case seems to have occurred in which this anomalous rule (or exception to the general rule as to ratification) has been applied to contracts of fire insurance, and in a recent case HAMILTON, J., declined to so extend it: see *Grover* v. *Mathews* (*Times*, April 18th). That case had several peculiarities, and besides illustrating the difference between fire and marine insurance in the matter of ratification, also illustrated the difference for the same purpose between a fire policy taken out with Lloyd's underwriters and one taken out with an ordinary fire insurance company. The plaintiffs had a fire policy with Lloyd's underwriters for twelve months from the 26th of March, 1908. This insurance had been arranged by an agent with a broker. Before the 26th of March, 1909, the agent (acting without any authority) arranged with the broker for another twelve months' policy. This was spoken of as a renewal. In fact (as is believed to be the usual practice) the "renewal" policy was a policy granted by entirely different underwriters—*i.e.*, not the same underwriters as had granted the policy of 1908. On the 27th of March a fire took place on the plaintiffs' premises, and the plaintiffs claimed the right to benefit under the contract of insurance by ratifying their agent's act in effecting the supposed "renewal." Eventually the action was brought, the defendant being one of the underwriters on the new policy—or rather slip—for a policy had not been issued. Judgment was given in favour of the defendant, principally on the two points relating to ratification. In the first place, the plaintiff did not really intend to ratify any new contract, but to exercise a supposed right under the former contract of renewing an existing insurance. But, as HAMILTON, J., said: "I do not see how an insurance with A. B. can be a renewal of an insurance with X. Y." It seems clear that the term "renewal" in the case of Lloyd's policies (where different underwriters subscribe the policy each year) is usually employed in a loose and misleading manner. Even if the plaintiffs could have been held to have "ratified" the contract, the other point about ratification would have been fatal to them, for any ratification there was took place after the loss was known to them, and the judge held that, in the case of fire insurance, there was no exception to the general rule that ratification is only valid where the contract would be valid if then made by the principal. The Court of Appeal, in the case already cited, "recognized that the rule authorizing a ratification of an insurance after loss was an anomalous one and existed only in the case of marine insurance."

The Length of Judgments.

THE LENGTH to which many judges allow their judgments to run has frequently been a matter of criticism. We referred to it lately (*ante*, p. 422) in noticing the practice of a recently deceased judge of the Supreme Court of the United States to state briefly his conclusions and then to hand down the proof sheets of his reasons. The *Times* of the 27th inst. has a leader on the same subject, and, as an instance of what we may call judicial degeneration, refers, as we did, to the expansiveness of Lord BLACKBURN'S later judgments as compared with his earlier ones. The immediate cause of the *Times* article is the length of the judgments delivered in the Court of Appeal this week in *Sekgome's case*. One judgment printed *in extenso* ran into several columns. But this is by no means the first time that exceptional demands have been made on the space of our contemporary. A notable instance was the *Nordenfelt case* in the Court of Appeal (1893, 1 Ch. 630), when the judgment of BOWEN, L.J., filled more than three columns of the *Times*, and undoubtedly there has been a tendency in recent times to indulge in judgments of the text-book style, and not always after the style of the best text-books. The older reports, both in Chancery—where LEACH, V.C., was specially noted for the shortness of his judgments—and at common law, contain many examples of conciseness, and indeed, in the common law courts there was a habit of conciseness which seems to have vanished. But on occasion judges of former days could surpass even their modern representatives in expansiveness: witness the famous judgment of GRANT, M.R., in *Cholmondeley* v. *Clinton* (2 Jac. & W. 1). The *Times* suggests that the length of the modern judgment is due to over-pressure: the judges have not time to be brief; and to the complication of modern disputes and modern statutes. We very much doubt it. Prolixity is a habit which can be cured by the union of ability and will.

The Origin of Parliament.

IT IS interesting to learn that the modern form of Parliament was better established in the reign of EDWARD I. than has hitherto been supposed. Before that reign there was SIMON DE MONTFORT'S Parliament in 1265 with its representation of certain selected cities and boroughs, the summonses being issued to the mayors; and in the Parliament of 1265, as well as in some earlier ones, knights of the shire had been included. It has not hitherto been definitely known that knights and burgesses were again present in Parliament until the Parliament of 1295. But the current number of the *Historical Review* contains an account of a discovery which has been made by Mr. C. HILARY JENKINSON, and which makes it clear that both classes were summoned to the Parliament of Easter, 1275, in the first year after EDWARD I. returned from Palestine to assume the government. Mr. JENKINSON has discovered "in the dust at the bottom of a parcel of tallies transferred to the Public Record Office by the Office of Works during repairs recently made in the Chapel of the Pyx at Westminster," certain fragmentary documents

which prove to be portions of three writs and of returns of members for the Easter Parliament of 1275. They shew that knights of the shire were present; this had previously been thought probable; but they also shew that burgesses and citizens were summoned, and not, as in 1265, through the mayors, but through the sheriffs. The returns relate to ten counties, and the list of towns contain certain places, including Birmingham, which do not appear to have been again represented till the nineteenth century. The discovery carries back the establishment of the present composition of Parliament from 1295 to 1275.

Bills and Notes of Corporations.

A CORRESPONDENT writes to us with reference to the article on "Bills and Notes of Corporations" in our last week's issue (*ante*, p. 437), to point out that nothing is said of *Landes* v. *Marcus & Davids*, decided by JELF, J., on the 31st of March, 1909, and reported in 25 Times L. R. 478. This case (in which directors were held personally liable on a cheque really drawn on behalf of their company) appears not to be reported elsewhere, and the writer of the article had not seen the report of it, though he had heard that some such decision had been given. Were there any conflict between the two decisions of JELF, J., and the Court of Appeal, the latter, of course, would prevail. As a matter of fact, there appears to be no conflict whatever. That no reference is made to *Chapman* v. *Smethurst* by JELF, J., in his judgment, although it was cited to him, clearly shews (if the case is correctly reported) that the judge did not consider he was deciding in any way contrary to the Court of Appeal's decision given just before, on the 4th of March. The plain distinction between the two cases is that in *Chapman* v. *Smethurst* the intention of the company to be bound was shewn by the "stamped signature of the company at the foot of the note." In *Landes* v. *Marcus & Davids* "the name of the company did not appear anywhere except at the top of the cheque." That is a very different thing from the company's name being at the foot of the cheque, which is the ordinary position of it, as pointed out in our previous article. Shortly, in *Landes* v. *Marcus & Davids* the company did not give sufficient indication on the face of the document of their intention to be bound by it; in *Chapman* v. *Smethurst* they did give sufficient indication of this intention. *Landes* v. *Marcus & Davids* is an excellent illustration of the risks run by directors in signing their company's cheques.

Revocability of Licence to Enter Theatre.

THE ACTION of the authorities of one of the principal London theatres in requiring a lady to give up a seat which she had engaged in the theatre, for the reason that she persisted in wearing a hat which obstructed the view of those sitting behind her, has invited some reference to the law relating to licences to enter and remain upon the land of another person, which, unless coupled with a grant or necessarily attended with expense to the licensee, are always revocable upon reasonable notice by the grantor. The leading case on this subject is, of course, *Wood* v. *Leadbitter* (13 M. & W. 838), in which the plaintiff, who had bought a ticket for the grand stand at the Doncaster races in 1843, was ordered to leave the enclosure in consequence of alleged malpractices on a previous occasion. The arguments by well-known counsel are not fully reported, but the considered judgment by ALDERSON, B., is a learned treatise on the revocability of mere licences. In *Lowe* v. *Adams* (1901, 2 Ch. 598) the present Master of the Rolls said that it is very doubtful whether *Wood* v. *Leadbitter* is, since the Judicature Acts, good law. But it would require some courage to raise the question in an action in the High Court.

Proceedings for the Recovery of Rates.

IN A paper read by the rating surveyor for the borough of Hackney on "The Law of Rating and Distress for Rates," at a meeting of members of the Certificated Bailiffs' Association, it was stated that in one of the largest metropolitan boroughs the summonses against rate defaulters amounted to no less than 43 per cent. of the total number of assessments. Distress warrants were issued against 6,519 persons, but the brokers had been so far successful in arranging with the defendants that it had only been necessary to levy distresses in about twenty cases. In 296 cases orders of committal were applied for, but the penalty of imprisonment was suffered in very few instances, arrangements being made for payment by instalments. We are also informed that the number of defaulters shews a tendency to increase, and this fact is easily explained by the growing expenditure of the different local authorities. But there seems to be little or no prospect of any alteration in the existing system of local taxation. The recommendations of a Royal Commission, which spent five years on its deliberations, relate exclusively to grants in relief. But in the opinion of many persons some reform in the local taxation of the poor is necessary, and the mere abolition of compounding, which has recently been suggested, will not bring about satisfactory results.

Stamps on Leases as Affected by the Revenue Act, 1909, s. 8.

BY section 4 of the Stamp Act, 1891, an instrument containing or relating to several distinct matters is to be separately and distinctly charged, as if it were a separate instrument, with duty in respect of each of these matters; but by section 77 (2) of the same Act, "a lease made for valuable consideration and in further consideration of a covenant by the lessee to make, or of his having previously made, any substantial improvement of or addition to the property demised to him, or of any covenant relating to the matter of the lease, is not to be charged with any duty in respect of such further consideration." By the Revenue Act, 1909 (9 Edw. 7, c. 43), s. 8, it is provided that the provisions of this sub-section—

> "shall not apply as respects any further consideration in the lease consisting of a covenant which if it were contained in a separate deed would be chargeable with *ad valorem* stamp duty, and accordingly the lease shall in any such case be charged with duty in respect of any such further consideration under section four of the said Act" [*i.e.*, the Stamp Act, 1891].

It will be observed that this section does not repeal the exemption contained in the Act of 1891, where part of the consideration consists of the lessee having previously made "any substantial improvement of or addition to the property demised to him"; it applies to covenants only.

In *Re Bolton's Lease* (L. R. 5 Ex. 82), decided on the repealed Act of 17 & 18 Vict. c. 83, s. 16, which did not contain any provision similar to that in section 77 (2) of the Stamp Act, 1891, where a lease was made in consideration of a rent and a covenant to complete the demised messuages within six months from the date, it was held that the lease required a stamp in respect of the rent, and a further stamp in respect of the covenant, as a lease made for a further or other consideration. Shortly after the decision in *Re Bolton's Lease* a similar provision to that contained in the above-cited sub-section of the Stamp Act, 1891, was introduced in section 98 (2) of the repealed Stamp Act of 1870.

A good example of an additional covenant will be found in *British Electric Traction Co.* v. *Commissioners of Inland Revenue* (1902, 1 K. B. 441), where the lease of a tramway to the company contained a covenant to purchase from the lessors all electrical energy required for the purpose of the tramway, and to pay for the same at a given rate; the minimum sum payable in any year being £4,000. The Commissioners of Inland Revenue claimed an *ad valorem* duty as on a covenant to pay £4,000 a year, being 2s. 6d. per cent. on the minimum sum multiplied by twenty-one, the number of years during which the same might be payable. It was held by the Court of Appeal that the covenant to pay the £4,000 a year fell within the exception in section 77 (2).

The most important effects of the above-cited section of the Revenue Act, 1909, appear to be as follows:—

(*a*) In all cases where a lease contains a covenant to erect new buildings, or to complete partially-erected buildings, and no definite sum is covenanted to be expended, a 10s. stamp must be affixed to the lease, in addition to the *ad valorem* in respect of the

rent: but where the covenant is to expend a definite sum, then an *ad valorem* in respect of that sum must be affixed in addition to the *ad valorem* in respect of the rent.

(*b*) Where the lease contains a covenant to take and pay for electric power, or steam power, or steam for the purpose of keeping a factory in a certain state of humidity or otherwise, the *ad valorem* in respect of the covenant will be 2s. 6d. per cent. on the annual payment multiplied by the number of years in the lease.

An option to purchase the demised property does not appear to require an *ad valorem* stamp: *Worthington* v. *Warrington* (5 C. B. 635), decided on the repealed Act of 55 Geo. 3, c. 184, which contained no provisions similar to that in section 77 (2) of the Stamp Act, 1891. An option to purchase chattels not annexed to the demised premises requires an additional 10s. stamp. A covenant for renewal is not part of the consideration of the lease, and therefore entails an additional stamp of 10s.

H. W. E.

Delivery Up of Documents Subject to Solicitor's Lien.

THE decision of SWINFEN EADY, J., in *Re Caudery* (*ante*, p. 444) is important with reference to the extent to which the court will, in an administration action, interfere with the lien of a solicitor of one of the parties in the action, and the learned judge held that the court would order not only production of documents required for the purposes of the action, but also delivery—subject, of course, to the lien—whether the documents had come into the solicitor's hands during the litigation or previously to it.

It has long been settled that the solicitor's lien avails only against his own client, and cannot be exercised so as to prejudice the rights of third parties. "Though," said Lord REDESDALE in *Furlong* v. *Howard* (2 Sch. & Lef., 115), "a solicitor may have a lien on a deed for his costs, yet if his client is bound to produce it for the benefit of a third person, so also must the solicitor. I know this is not so understood in general; but the common opinion, that the solicitor may withhold it from all parties, in such a case is erroneous. The right is only as between his client and him." This restriction on the assertion of the solicitor's lien is of special importance in the case of administration actions, since these are actions in which the rights of numerous parties, such as creditors, may be affected; and consequently the solicitor cannot refuse production of documents required in the interest of creditors, even though the application is made by his own client. "Even as between solicitor and client, where the client is a party to an action, his solicitor may be bound to produce for the purposes of the action any documents of the client which are wanted for the purposes of the action, and which have come into the solicitor's possession in the course thereof or for the purpose of conducting the same": *per* LINDLEY, M.R., in *Re Hawke* (1898, 2 Ch. 1, p. 8), referring to *Ross* v. *Laughton* (1 V. & B. 349).

The principle that a solicitor shall not assert his lien so as to embarrass the proceedings in an administration action has been frequently recognized, although in *Re Rapid Road Transit Co.* (1909, 1 Ch., p. 101) NEVILLE, J., seems to have taken exception to the expression. In *Belany* v. *French* (8 Ch. App. 918) the same solicitors had been employed by both plaintiffs and defendants in an administration action. They were discharged first by the defendants, and subsequently by the plaintiffs. The defendants applied to BACON, V.C., for an order requiring the solicitors to deliver up to the receiver in the cause certain plans required for the management of the estate. The Vice-Chancellor made an order for delivery subject to the lien, and this was affirmed by the Court of Appeal. "A solicitor," said JAMES, L.J., "cannot embarrass a suit by keeping papers which belong to an estate which is being administered by the court, and cannot use that means of obtaining payment." To the same effect was the decision of FRY, J., in *Re Boughton* (23 Ch. D. 169), where also the same solicitor had at first acted for both parties and had then been discharged. A summons was taken out on behalf of both parties asking that he should be ordered to deliver up the documents in his custody to the new solicitor, subject to his lien. In opposition it was urged that, since he had acted for both parties, his lien should not be interfered with, but FRY, J., met this by pointing out that there were creditors who were still unpaid. Their rights of action, said the learned judge, were suspended by the pendency of the action, and they had a right to have the proceedings in it continued, and he added, "The proper order will be that he do deliver to the solicitor of the applicants such of the papers in his possession as may from time to time be required for the carrying on of the proceedings in this action, the necessity for production to be determined, if the parties differ, by the judge in chambers," and the papers to be retained by the new solicitor without prejudice to the lien of the former solicitor.

In *Re Hawke* (*supra*), where the question of the solicitor's lien was very fully considered by the Court of Appeal, it was held that the jurisdiction to require production of documents, notwithstanding the lien, extended to documents which had come into the solicitor's possession before the commencement of the action; and that the jurisdiction could be exercised against the solicitor summarily where he was or had been solicitor of a party to the action, save, perhaps, where he had been discharged by his client. In that case, executors commenced an action for administration of their testator's estate, and employed the solicitor who had acted for the testator. At the death of the testator the solicitor had in his possession documents belonging to the testator, and there was a considerable sum due to him for costs. In the course of the action the conduct of it was taken from the executors and given to a creditor, but the solicitor continued to act for the executors. There was an outstanding mortgage belonging to the estate, and the creditor required certain documents relating to it, which were in the solicitor's possession, in order to obtain counsel's advice as to taking steps to enforce the security. KEKEWICH, J., made an order for production of the documents for this purpose, and the order was affirmed by the Court of Appeal.

The contention on behalf of the solicitor in *Re Hawkes* (*supra*) was based on the fact that the documents had come into his possession before the action, but as LINDLEY, M.R., pointed out, if the documents are wanted for the purpose of the action, and if the principle is that the solicitor shall not be permitted to assert his lien so as to embarrass the action, it makes no difference when the documents came into his possession. "If," he said, "the production is ordered for the purpose of preventing the legal rights of creditors from being defeated, it cannot matter whether the documents which are wanted came into the hands of the solicitors of the parties before or after the death of the deceased, or before or after the commencement of the action for administration, nor can it matter whether the executors are plaintiffs or defendants, nor who has the conduct of the action." And the learned judge pointed out that, if the executors had retained the conduct of the action, they could have themselves required production from their solicitor. "The rights of the creditors under the administration, and their inability to sue at law, explain the apparent anomaly that the executors should be entitled to obtain production from their own solicitor of documents on which he has a lien against them." Reference may be made to the judgment of RIGBY, L.J., for a very full examination of the authorities relating to the exercise of summary jurisdiction to require production of documents against the solicitor, and that learned judge held that the solicitor was liable to summary jurisdiction while he continued to act for a party to the action, and also after he had ceased so to act, if he had discharged himself; though perhaps not if he had been discharged by his client. This might relieve him from the summary jurisdiction, though it would not affect the right of a third party to compel production of the documents in appropriate proceedings.

In *Re Caudery* (*supra*) an attempt was made to limit the effect of *Re Hawke* (*supra*) to production of documents, and it was contended that a solicitor would not in an administration action be required to deliver up documents on which he had a lien, and which had come into his possession before the commencement of the action. But in fact the authorities, though they frequently

refer to production only, do not seem to draw any marked distinction between production and delivery up. In the passage quoted above from the judgment of FRY, J., in *Re Boughton*, the two processes—delivery up and production—are referred to as though they were the same. And if delivery is ordered to a person who is under the control of the court, it does not seem to be of substantial importance whether the order is for production only or for delivery up, since the lien is preserved, and no assets coming to a person against whom the lien can be asserted will be distributed by the court without providing for the debt secured by the lien. There is, said SWINFEN EADY, J., no principle on which it can be said that the solicitor may be obliged to produce the documents, and yet cannot be compelled to deliver them up to an officer of the court—in the case before him, the receiver appointed in an administration action—but that the latter must attend at the solicitor's office to see them. This, in the learned judge's opinion, would cause expense and inconvenience incommensurate with any advantage to be gained. Consequently the order for delivery up of documents was extended to documents come to the hands of the solicitor before the commencement of the action, the delivery being subject to the lien.

Reviews.

The English Reports.

THE ENGLISH REPORTS. VOL. C.: KING'S BENCH DIVISION XXIX., CONTAINING TERM REPORTS, VOLS. 2, 3, AND 4. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

The issue of vol. 100 of this valuable series of reprinted reports marks not only the comparatively rapid progress of the undertaking, but also the reaching of reports which are at the present day very frequently cited. It was not until vol. 91 that the series arrived at Salkeld and Lord Raymond, no fewer that nineteen volumes having been occupied with the early reports of cases in the King's Bench, the characteristic thoroughness of the editors leading them to include every known volume of reports of cases in that court, although, as in the case of the "Les Ans du Roy Richard Le Second par Richard Bellewe de Lincoln's Inn," with which the series starts, the name of the reporter is probably unknown to most practitioners.

The series has now reached the well-known Term Reports, and the practitioner will, we imagine, have the contents of the eight volumes of this series reproduced from the edition published in 1817, in excellent type, in somewhere about three volumes. These reports seem to have been singularly successful. They were first published in 1786, and the "liberal encouragement" which rendered a second edition necessary in the same year appears from the preface to that edition to have excited lively gratitude in the reporters, but the edition in the possession of the present writer, which was published in 1794, "corrected and with additional references," is the fourth edition, and there were probably subsequent editions before that of 1817, from which the English reports are taken. The prefaces to the reports are naturally not produced in the English Reports, but there is a passage in the preface to the first edition of the Term Reports which shews the modest view taken by the editors of their work—"In a work of this kind," they say, "all that can be expected is accuracy; to polish and digest properly requires long time and much labour, which would defeat the intention of this publication; the primary object of which is to remedy the inconvenience, felt by every part of the profession, of waiting two or three years, till some gentleman of experience and ability has collected matter sufficient to form a complete volume." It is singular that one of the most authoritative series of reports should have been projected as a sort of Term Notes, pending the convenience of the leisurely "gentleman of experience and ability."

As we have previously explained, the English Reports not only comprise a full copy of the cases as originally reported, but also, in the more important decisions, a summary of the treatment which they have subsequently received at the hands of the courts. Thus to the report of the important case of *Pasley* v. *Freeman* in the present volume there is prefixed a note collecting the more important subsequent cases, under the heads of "Questioned," "Applied," "Discussed and Applied," "Referred to," and "Dictum adopted." We do not discern in the present volume any diminution in the care bestowed by the editors.

Books of the Week.

Fraud and Mistake.—Kerr on Fraud and Mistake, including the Law Relating to Misrepresentation Generally, Undue Influence, Fiduciary Relations, Constructive Notice, Specific Performance, &c. Fourth Edition. By SYDNEY EDWARD WILLIAMS, Barrister-at-Law. Sweet & Maxwell (Limited).

Company Law.—Company Law: a Practical Handbook for Lawyers and Business Men; with an Appendix containing the Companies (Consolidation) Act, 1908, and Other Acts and Rules. By Sir FRANCIS BEAUFORT PALMER, Bencher of the Inner Temple. Eight Edition. Stevens & Sons (Limited).

Constitutional Law.—The Student's Guide to Constitutional Law and Legal History. By CHARLES THWAITES, Solicitor. Fifth Edition. George Barber, Furnival Press.

Apprenticeship Law.—Apprenticeship Law: A Practical Handbook for the Use of Apprenticeship Committees and Persons Interested in the Apprenticeship System; with Appendices containing Precedents of Indentures, Extracts from Acts of Parliament Dealing with Apprentices, and a Digest of Reported Cases Dealing with the Law, &c. By ERNEST A. MYER, Solicitor. Stevens & Sons (Limited).

CASES OF THE WEEK.

House of Lords.

LORD LLANGATTOCK *v.* WATNEY, COMBE, REID, & CO. (LIM.).
18th and 19th April.

LICENSING—COMPENSATION CHARGE—DEDUCTION FROM RENT—"UNEXPIRED TERM"—REVERSIONARY LEASE—LICENSING ACT, 1904 (4 ED. 7, C. 23), S. 3, SUB-SECTION 3, SCHEDULE II.

Held, affirming the decision of the Court of Appeal (*reported* 54 SOLICITORS' JOURNAL, 117; 1910, 1 *K. B.* 236), *that the words "unexpired term" in Schedule II. of the Licensing Act*, 1904, *referred only to the term of an existing tenancy, and did not include the term of a reversionary lease to commence the day next but one after the expiration of the existing tenancy.*

This was an appeal by the plaintiff, Lord Llangattock, from an order of the Court of Appeal (reported 54 SOLICITORS' JOURNAL, 117; 1910, 1 K. B. 236), which reversed a judgment of A. T. Lawrence, J. (reported 53 SOLICITORS' JOURNAL, 699; 1909, 2 K. B. 884). The facts stated by consent of the parties in a special case were that the plaintiff was the owner, and the defendants the lessees, with sub-tenants in actual possession, of two licensed houses, the "Queen," Camberwell, and the "Roebuck," Walworth. The lease of the "Queen" expired on the 25th of December, 1909, and that of the "Roebuck" on the 25th of December, 1917. In 1905 reversionary leases of both houses were, in consideration of certain premiums, granted by the plaintiff to the defendants, commencing in each case on the day next but one after the expiration of the existing lease. By section 3, sub-section 1, of the Licensing Act quarter sessions are directed, when necessary, to impose in respect of all existing on-licences renewed in respect of premises within their area charges at the rates specified. By sub-section 3 such deductions from rent as are set out in Schedule II. to the Act may be made by any licence-holder who pays a charge under the section, and also by any person from whose rent a deduction is made in respect of the payment of such a charge. By the second schedule to the Act a person whose unexpired term does not exceed two years may deduct a sum equal to 88 per cent. of the charge, and one whose unexpired term exceeds twenty-five but does not exceed thirty years may deduct a sum equal to 7 per cent. of the charge. The question in dispute was the amount the defendants were entitled to deduct. They contended that their interests under the reversionary leases should be ignored, and regard be had to their interest under the original leases only. The difference in the amount to be deducted, if the defendants' view prevailed, was very considerable, as, according to the plaintiff's contention, it was limited to 7 per cent. of the charge, whereas the defendants claimed to deduct 88 per cent. in respect of the "Queen" and 45 per cent. in respect of the "Roebuck." A. T. Lawrence, J., was of opinion that "unexpired term" in the schedule merely meant the period of time during which a person had the power to occupy licensed premises by himself or his tenants, and so enjoy the benefit of the licence. In his opinion, the defendants were persons interested in the licensed premises for the period of the present and reversionary leases, and he gave judgment for the plaintiff accordingly. The Court of Appeal held that the words "unexpired term" only referred to the existing tenancy, and did not include the term of a reversionary lease. They accordingly set aside the decision appealed from and entered judgment for the brewery company. The plaintiff appealed.

THE HOUSE (Lord LOREBURN, L.C., and Lords JAMES OF HEREFORD, ATKINSON, SHAW, and MERSEY) dismissed the appeal with costs.—COUNSEL, *Macmorran*, K.C., and *Ryde*, for the appellants; *Acland*, K.C., *A. H. Bodkin*, and *J. Bruce-Williamson*, for the respondents. SOLICITORS, *Johnsons, Long, & Co.*; *A. H. Macpherson.*

[Reported by ERSKINE REID, Barrister-at-Law.]

ATTORNEY-GENERAL *v.* **BARNET DISTRICT GAS AND WATER CO.**
15th and 18th April.

WATERWORKS—POWERS OF COMPANY—SPECIFIED WATERWORKS IN SPECIAL ACT—POWERS TO PURCHASE ADDITIONAL LAND BY AGREEMENT—EXPRESS POWERS FOR EXECUTION OF WORKS ON ADDITIONAL LAND—SINKING WELL—WATERWORKS CLAUSES ACT, 1847 (10 & 11 VICT. c. 17), s. 12—BARNET DISTRICT GAS AND WATER ACT, 1904 (4 ED. 7, c. cc.), s. 10.

Held, affirming the decision of the Court of Appeal (1910, 8 *L. G. R.* 15; 74 *J. P.* 1), *that the case was distinguishable from* Attorney-General *v.* Frimley and Farnborough District Water Co. (1908, 1 *Ch.* 727; 77 *L. J. Ch.* 442), *and that the company were justified, under section* 10 *of the Act of* 1904, *in sinking a well for supplying water to the reservoir by that Act authorized on land which they had no power to acquire compulsorily, and which they had acquired by agreement.*

Appeal by the Attorney-General, at the relation of the Marquess of Salisbury, from a decision of the Court of Appeal (Buckley and Kennedy, L.JJ., Vaughan Williams, L.J., *dissentiente*), reversing a judgment of Ridley J., given in an action brought by the present appellants for an injunction to restrain the defendant company from constructing upon a piece of land at Colney Heath, in the parish of Ridge, Herts, a well or other works for the purpose of raising, collecting, or storing water, or carrying the same away for the purpose of their general undertaking. The relator was the tenant for life in possession of the Hatfield House Estate, which included nearly the whole town of Hatfield, and he had wells on the estate which supplied the houses on the estate with water. The defendant company were incorporated by Act of Parliament in 1872, and were empowered to construct and maintain works, acquire lands, and supply water as set out and defined in their Acts, within limits comprising certain parishes and places in the counties of Hertford and Middlesex. In 1904 the company obtained a further Act. The Act recited that the company should be empowered to construct additional waterworks. It recited the deposit of plans, incorporated the Waterworks Clauses Act, 1847, in general terms, and defined the waterworks to be constructed to be the works authorized by the company's earlier Acts and the present Act, and then proceeded by section 5 to empower the company to acquire defined lands, and by section 6 to construct a further reservoir in a different part of the company's area. By section 10 the company had power to acquire additional lands not exceeding 15 acres anywhere within their limit of supply, and might thereon, for the purposes of or in connection with the waterworks, execute any of the works and exercise any of the powers mentioned in or conferred by section 12 of the Waterworks Clauses Act, 1847. Ridley, J., held that the sinking of the well on the additional land was *ultra vires*, and granted an injunction. The Court of Appeal reversed his decision. The plaintiffs appealed. Without hearing the respondents' counsel,

Lord LOREBURN, C., in dismissing the appeal, said he could perfectly well understand the anxiety of the appellant to bring this case before the last tribunal, because he must confess that the construction which he felt bound to place upon the private Act might well be followed by serious consequences to the Marquess. But their lordships were not sitting for the purpose of making laws or taking part in framing them, but solely for the purpose of interpreting the language already used in the Acts of Parliament before them. In his opinion, the decision of the Court of Appeal was right, and must be affirmed.

Lords JAMES OF HEREFORD, ATKINSON, and MERSEY concurred. Appeal dismissed.—COUNSEL, *Sir Alfred Cripps*, K.C., *Danckwerts*, K.C., and *Eustace Hills*, for the appellant; *Sir R. B. Finlay*, K.C., *Balfour Browne*, K.C., and *J. D. Crawford*, for the respondents. SOLICITORS, *Nicholson, Patterson, & Freeland; Chas. A. Bannister & Reynolds.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

Re **HARDY'S CROWN BREWERY (LIM.).** *Re* **ST. PHILIP'S TAVERN, MANCHESTER.** No. 1. 15th and 20th April.

LICENSING—COMPENSATION MONEY—AWARD—SUCCESSFUL APPEAL TO COMMISSIONERS OF INLAND REVENUE—COSTS—POWER TO ORDER COMMISSIONERS TO PAY COSTS—DISCRETION OF JUDGE TO ORDER COMMISSIONERS TO PAY COSTS—FINANCE ACT, 1894 (57 & 58 VICT. c. 30), s. 10, SUB-SECTION 3—LICENSING ACT, 1904 (4 ED. 7, c. 23), s. 2.

A brewery company successfully appealed to the High Court against the amount awarded by the Commissioners of Inland Revenue as compensation under the Licensing Act, 1904, *for the non-renewal of an on-licence.*

Held, that the court had discretion to order the commissioners to pay the costs of a successful appellant, and the decision of Bray, J. (25 *Times L. R.* 350) *on this point affirmed; but*

Semble, *that in this case the judge had misdirected himself, as the mere fact that the appeal had been successful to a substantial extent did not* per se *conclusively shew that the commissioners were liable in costs, and the case was remitted back to him to exercise his discretion afresh upon the matter.*

Appeal by the Commissioners of Inland Revenue from a decision of Bray, J., in which he expressed the opinion, but with some doubt, that on the true construction of section 2 of the Licensing Act, 1904, and sub-section 3 of section 10 of the Finance Act, 1894, the court had a discretion to order the commissioners to pay the appellants' costs, and he made an order accordingly. The brewery company applied for the renewal of a licence of the St. Philip's Tavern, Manchester. The licence was refused, and the matter referred to quarter sessions. A dispute arising as to the amount of compensation, the Commissioners of Inland Revenue awarded the brewery company, the owners of the house, £1,500. The owners appealed, and the appeal was heard by Bray, J., who awarded the sum of £1,770 as compensation to the company, and directed that their costs should be paid by the commissioners.

VAUGHAN WILLIAMS, L.J., said in his opinion a judge had discretion to order the commissioners to pay costs, but in the present case he thought that the learned judge had not in the exercise of that discretion applied the right test; that the commissioners, not being interested in the amount of the compensation, the exercise of the discretion to order payment of the appellants' costs by them ought not to be governed by the same considerations as applied in the case of an ordinary successful appeal; and that the mere fact that the appeal had been successful to a substantial extent did not conclusively shew that the commissioners should be ordered to pay the appellants' costs. The order of the court would not be drawn up until the Solicitor-General had had an opportunity of considering whether he would appeal at once to the House of Lords on the question whether there was a discretion to order payment of these costs or whether he would have the case remitted to Bray, J.

FLETCHER MOULTON and FARWELL, L.JJ., concurred.

April 20.—The case was again mentioned as to the form of the order, and eventually the case was referred back to the learned judge in order that he might exercise his discretion afresh upon the matter.—COUNSEL, *Sir Rufus Isaacs*, S.G., and *Lowenthal*, for the Crown; *Danckwerts*, K.C., and *T. C. P. Gibbons*, for the company. SOLICITORS, *Godden, Son, & Holme*, for *Rylance & Sons*, Manchester; *The Solicitor of Inland Revenue.*

[Reported by ERSKINE REID, Barrister-at-Law.]

WILLE (Pauper) *v.* **REV. E. ST. JOHN AND OTHERS.** No. 1.
25th Jan.; 23rd April.

PRACTICE—PAUPER APPELLANT—SECURITY FOR COSTS—R. S. C. XVI. 22.

When an appeal to the Court of Appeal has been set down, and the respondent to that appeal obtains an order that the appellant should give security, the granting of that order by the Court does not preclude the appellant from moving to appeal in formâ pauperis, *and if his application for leave to prosecute his appeal in that form is granted, the order for security stands discharged.*

In this case the plaintiff, Walter Willè, had entered an appeal from an order made by Warrington, J., on the 12th of November, 1909, dismissing his action with costs. The appeal having been entered, two of the defendants, on January 18th and 21st last, moved that the plaintiff should be ordered to find security, and an order for security for £25 in each case was made. The orders were in the usual form, staying all proceedings in the appeal until the security was given, and if not given within fourteen days the appeal to stand dismissed. On the 25th of January, 1910, the plaintiff *ex parte* obtained from the Court of Appeal leave to prosecute his appeal from the order of Warrington, J., *in formâ pauperis*. On the 4th of February that appeal was in the paper for hearing, and the respondents sought the decision of the court as to whether the security order was or was not discharged by the order to sue *in formâ pauperis*, their contention being that the order was not discharged, and that the security ordered not having been paid within the time mentioned (which period expired on the 2rd of February), the appeal was dismissed, and the appellant could not proceed with it either as an ordinary litigant or *in formâ pauperis*. Both divisions of the court, therefore, were summoned to decide this question. And leave to appeal was granted, their lordships stating that the reasons which had induced them to come to that decision would be stated at a future day. The appeal was heard and dismissed, and is reported 54 SOLICITORS' JOURNAL, 269; 1910, 1 Ch. 325.

THE COURT, on the 22nd of April, delivered their reasons for their decision as follows:—

COZENS-HARDY, M.R.—On February 4th we dealt with the facts of this particular case; but it seems desirable to make some general observations with reference to pauper appellants and security for costs. I start with the proposition, established centuries ago by statute, and since developed by judicial decisions, and now embodied in rules, that a person disabled by poverty is entitled to assert or defend his assumed rights without the liability to pay costs. The standard of poverty conferring this privilege of suing *in formâ pauperis* has varied from time to time. At present it is fixed by ord. 16, r. 22. The applicant must prove that he is not worth £25, his wearing apparel and the subject matter of the cause or matter only excepted. For the protection of the opposite litigant against the abuse of the privilege the applicant must satisfy the Court that he is not worth more than £25, and produce counsel's opinion that he has reasonable grounds for proceeding. On such an application, which is *ex parte*, the Court has a discretion to grant or refuse the application: see *McCabe* v. *Bank of Ireland* (14 A. C. 413). If the order is made, notice has to be given to the opponent, and the order takes effect only from the date of service—*Fray* v. *Voules* (L. R. 3 Q. B. 214). It does not relieve the pauper from liability to pay antecedent costs. The opponent may apply to "dispauper" not only on the ground of means, but also on the ground of vexation or misconduct by the pauper in the cause. See Lord Eldon's

judgment in *Corbett* v. *Corbett* (16 Ves., 407). But unless such an application succeeds, the pauper is freed from all liability to pay future costs. If an impecunious litigant who has not obtained an order to sue *in formâ pauperis* appeals, the respondent ought, under ordinary circumstances, according to the rule laid down in *The Constantine* (4 P. D. 156) to ask the appellant by letter to give security. If the appellant does not answer the letter by saying that he is prepared to give security, or by saying that he intends to apply for a pauper order, the respondent may apply for security for costs. An order ought not to be made if substantially all the costs of the appeal have been previously incurred, although when the order is made the security extends to past and future costs alike. When the appellant is asked by letter to give security and intends to appeal as a pauper, he ought at once to inform the respondent that he proposes to apply for a pauper order, and the application for security for costs should not be made. But the omission to give such information does not deprive the pauper of his right. If, however, the application for security of costs is made, and an order is obtained in the modern form, one of two things may happen. If the ten or fourteen days named in the order have elapsed before any step is taken by the appellant, the appeal is dismissed and the matter is ended. If, however, before the expiration of the ten or fourteen days the appellant obtains a pauper order, a change of circumstances has arisen, and the court is bound not to allow the rights of the pauper to be defeated by reason of the form of the order for security. It is inherent in every such order that circumstances may arise which would render it unjust for the court to allow the order to operate according to its terms. If the appellant were to die or become of unsound mind in the interval, this would not be disputed, and I think the fact, established to the satisfaction of the court, that the appellant is a pauper and has a reasonable case to submit to the Court of Appeal ought to have at least as great effect. The respondent who obtains an order for security must be taken to know that it may cease to be operative if the appellant in the interval obtains a pauper order. It is unnecessary to observe that there are many impecunious appellants whose means are such that they cannot become pauper appellants, and my observations have no application to such cases.

VAUGHAN WILLIAMS, L.J.—I concur in the observations of the Master of the Rolls. I cannot call it a judgment, for it is not a judgment. I have had some hesitation in concurring, because I have had some doubts whether that which is laid down in the observations ought not to have been made the subject of a rule by the Rule Committee. I understand, however, that the observations are rather a consolidation of past decisions than any new rule, and I understand that these observations are not intended in any degree to qualify the rights of those who apply to litigate *in formâ pauperis* according to the present practice, and I understand, also, that the present observations make no change as to the necessity for those who apply for security for costs in the Court of Appeal to give evidence as to the insolvency of the appellant.

FLETCHER MOULTON, FARWELL, BUCKLEY, and KENNEDY, L.JJ., concurred.—COUNSEL, *Francis Watt*, for the plaintiff; *Rowden*, K.C., and *Adams*, for the first defendant; *P. F. S. Stokes*, for the other defendant, who had moved for the security order. SOLICITORS, *Webster & Webster; Clowes, Hickley, & Steward; Fooks, Chadwick, Arnold, & Chadwick.*

[Reported by ERSKINE REID. Barrister-at-Law.]

Re PECKHAM, DULWICH, AND CRYSTAL PALACE TRAMWAYS BILL. No. 2. 21st April.

STATUTORY COMPANY — TRAMWAYS — PARLIAMENTARY DEPOSIT — TIME LIMIT FOR COMPLETION OF WORK—SALE OF UNDERTAKING BEFORE COMPLETION — ABANDONMENT OF UNDERTAKING — PARLIAMENTARY DEPOSITS AND BONDS ACT, 1892 (55 & 56 VICT. c. 27), s. 1 (1) (2) (3).

Where a statutory company, before completing the works authorized by its special Acts, sold its undertaking to another statutory body, who had statutory powers to enable them to complete the undertaking,

Held, that the company had not completed its undertaking within the time limited in that behalf within the meaning of sub-section 1 *of section* 1 *of the Parliamentary Deposits and Bonds Act*, 1892, *and that its undertaking had been abandoned within sub-section* 2 *of the same section.*

This was an appeal from a decision of Neville, J. (reported 1909, 2 Ch. 540). The Peckham and East Dulwich Tramways Co. was incorporated under a special Act of 1882, and by that Act and certain extending Acts of 1883 and 1885 was authorized to make certain tramways. These Acts contained provisions for the deposit of certain sums of Consols in court, in case the company should make default in completing the tramways within the time limit, which time limit was extended by an Act of 1888. In August, 1904, a receiver of the company's undertaking was appointed by the court in an action against the company by its mortgage bond holders. The undertaking of the company was not completed in December, 1904, when the company sold the incomplete undertaking to the London County Council, but the time for completion had not expired. The provisions in the company's special Acts dealing with the deposit funds in the event of non-completion within the specified time were substantially reproduced in section 1 of the Parliamentary Deposits and Bonds Act, 1882, which is a general Act, and is as follows: "(1) Where in pursuance of any general or special Act of Parliament, or of any rules made thereunder, moneys or securities have been deposited with, or are standing in the name of, the Paymaster-General, to secure the completion by any company of any undertaking authorized by Parliament . . and the undertaking has not been completed within the time limited in that behalf, the High Court may, notwithstanding anything in any such general or special Act or rules, order that the moneys or securities (in this Act called the deposit fund), or any part thereof, be applied towards compensating any landowners, or other persons, whose property has been interfered with, or otherwise rendered less valuable by the commencement, construction, or abandonment of the undertaking, or of any portion thereof . . . and also, in the case of a tramway company, towards compensating the road authorities for the expenses incurred by them in taking up any tramway or materials connected therewith placed by the tramway company in or on any road vested in or maintainable by the road authorities, and in making good all damage caused to such roads by the construction or abandonment of the tramway. (2) Subject to payment of any such compensation, and notwithstanding any provision as to forfeiture to the Crown, the High Court may, if a receiver has been appointed, or the company is insolvent, and has been ordered to be wound up, or the undertaking has been abandoned, order that the deposit fund, or any part thereof, be paid or transferred to the receiver or to the liquidator of the company, or be applied as part of the assets of the company for the benefit of the creditors thereof. (3) Subject to such application as aforesaid, the High Court may, after such public notice as to the court seems reasonable, order that the deposit fund, or any part thereof, be paid, or transferred to the depositors, or the persons claiming through or under them." The company being insolvent, an unsatisfied mortgage bond holder of the company, who was also an unsecured creditor, applied under the Act that the deposited funds might be applied as part of the assets of the company for the benefit of creditors. Neville, J., granted the application, subject to an inquiry as to the claims (if any) of landowners and road authorities. The depositors appealed.

THE COURT (COZENS-HARDY, M.R., and BUCKLEY and KENNEDY, L.JJ.) dismissed the appeal.

COZENS-HARDY, M.R., said that he thought the decision of Neville, J., was perfectly right. The argument on behalf of the appellants was that the object of the deposit was not to secure completion by the tramway company, but that all rights were satisfied if the tramway was constructed within the period sanctioned either originally or by extension by Parliament, and that as this tramway would probably be completed by the London County Council within the authorized period, the creditors had no right to claim the deposit, which was not part of the assets of the tramway company itself, although the court had jurisdiction to apply it for the benefit of the creditors. His lordship could not assent to that argument. The deposit was paid into court under the provisions of the private Acts as security for the completion of the tramways by the company, and there was nothing in the Act of 1892 to repeal those Acts. It was said that the landowners would have no deposit by way of security as against the London County Council, but that argument was at bottom the same proposition. The deposit was only required to secure completion by the original undertakers. There might have been some damage occasioned to landowners in the interval which had elapsed, and Mr. Justice Neville's order provided for an inquiry as to such damage. Therefore this money was not applicable to satisfy the claims of landowners for damage done by the London County Council, but Parliament had thought that the London County Council ought not to be required to make a deposit, the reason, of course, being that the London County Council stood in a very different position from the original undertakers. His lordship read the Act of 1892 in the same way as Neville, J., did—that the deposit was to secure the completion of the work by the company. The time had passed within which the company alone could complete, and this undertaking had been abandoned by the company. For these reasons, which were substantially those given by Neville, J., the appeal must be dismissed.

BUCKLEY and KENNEDY, L.JJ., delivered judgments to the same effect.—COUNSEL, *E. Ford; C. James.* SOLICITORS, *S. S. Seal; Lingard & Leach.*

[Reported by J. I. STIRLING. Barrister-at-Law.]

High Court—Chancery Division.

STANCOMB *v.* TROWBRIDGE URBAN DISTRICT COUNCIL. Warrington, J. 13th April.

SEQUESTRATION—BREACH OF UNDERTAKING AND INJUNCTION—R. S. C. XLII. R 31.—"WILFUL DISOBEDIENCE"—COSTS.

A corporation is subject to process for contempt under ord. 42, *r.* 31, *for wilful disobedience if it in fact does that which it is restrained by injunction from doing, although in doing it there is no direct intention of disobeying the order, so that the disobedience is not contumacious in that sense.*

This was an application by the plaintiffs for the issue of a writ of sequestration against the defendants for their contempt in not obeying an injunction and not performing a certain undertaking. By an order, dated the 17th of January, 1896, made by consent, it was ordered that the defendants should be perpetually restrained from causing or permitting any of the sewage of their district to pass through any sewers belonging to them into the stream or natural watercourse known as the Biss, and by the same order the defendants undertook, at the expiration of a certain period, now expired, to thoroughly cleanse the bed and banks of the said stream from all sewage deposits between two

specified points. The present motion was made under ord. 42, r. 31, which provides that "any judgment or order against a corporation wilfully disobeyed may, by leave of the court or a judge, be enforced by sequestration against the corporate property, or by attachment against the directors or other officers thereof, or by writ of sequestration against their property. The defendants, after the injunction was granted, constructed a system of drainage for the town of Trowbridge, to which, as a system, no well-founded complaint could be made. This system, the plaintiffs alleged, and his lordship held, had not been properly worked. His lordship held, further, that the omission to properly work the system was a breach of the injunction, and a breach which was not merely casual, accidental, or unintentional. Frequently, at night, the sewage matter was not dealt with in the disposal beds at all, but was allowed to pass directly into the stream. With regard to the undertaking, in his lordship's opinion, the defendants had not thoroughly cleansed the bed of the stream as they had undertaken to do.

WARRINGTON, J., dealing with the question of "wilful disobedience," said: I may at the outset state what, in my opinion, is the meaning of "wilful disobedience" in rule 31 of order 42. In my judgment, if a person or corporation is restrained by injunction from doing a particular thing, he commits a breach of the injunction, and is liable to process for contempt if he, in fact, does the thing, and it is no answer to say that his act was not contumacious in the sense that in doing it he had no direct intention to disobey the order. I think the expression "wilfully" in ord. 42, r. 31, is intended to exclude only such casual, accidental, or unintentional acts as are referred to in the case of *Fairclough* v. *Manchester Ship Canal* (W. N., 1897, at p. 7). I think the view which I have just expressed, though not, of course, expressed in the same words, is to all intents and purposes the view expressed in *Attorney-General* v. *Walthamstow Urban District Council* (11 T. L. R., at p. 533). In my opinion, further, the act need not be done by the person himself. In the case of a corporation, it cannot be done by the corporation itself, at any rate in the case of such a corporation as an urban district council. Such a body can only act by its agents and servants, and I think if the act is in fact done it is no answer to say that done, as it must be, by an officer or servant of the council, the council is not liable for it, even though it may be done by the servant through carelessness, neglect, or even in dereliction of his duty. That seems to me to follow from the case of *Rantzen* v. *Rothschild* (14 W. R., at p. 96). His lordship accordingly ordered the writ of sequestration to issue, in order to put pressure upon the defendants to perform the positive part of the order—namely, their undertaking—but directed it to lie in the office for a specified time. The defendants to pay the costs of the plaintiffs as between solicitor and client.—COUNSEL, for the plaintiffs, *Cave*, K.C., and *T. J. C. Tomlin*; for the defendants, *Macmorran*, K.C., and *Wethered*. SOLICITORS, *Longbourne, Stevens, & Powell*; *Robins, Hay, Waters, & Hay*.

[Reported by PERCY T. CARDEN, Barrister-at-Law.]

Solicitors' Cases.

In the Matter of **Y. (A Solicitor).** Bray and Coleridge, JJ. 26th April.

SOLICITOR—PAYMENT OF MONEY TO BY CLIENT—LOAN OR PAYMENT FOR INVESTMENT—DISCIPLINARY JURISDICTION—R. S. C. LII. 25.

B. had employed Y., a solicitor, to act for him professionally. B. paid Y. £200, and the following document was drawn up, recording the transaction, and signed by Y.: "Three months after demand I promise to pay Mr. B., or to invest for him, as he may wish, the sum of £200 for value received, and in the meantime to pay interest after the rate of £5 per centum . . . until payment or investment . . . or so much thereof as shall from time to time remain owing." B. applied by summons under ord. 52, r. 25, for payment of the £200, and interest thereon.

Held, that having regard to the terms of the document and to the other evidence (see judgment of Bray, J., infra), *the transaction was a loan to the solicitor, and not a payment to him of money for investment, and that therefore the master had no jurisdiction under ord. 52, r. 25, to make the order asked for.*

This was an appeal from a decision of the judge in chambers upholding a decision of Master Archibald on an application by one B., under ord. 52, r. 25, of the Rules of the Supreme Court, for payment to him by Y., a solicitor, of the sum of £200, and interest thereon. This sum had been paid by the applicant to Y. under the circumstances detailed in the judgment of Bray, J., *infra*. The master made the order asked for on the ground that the relationship of solicitor and client had existed between Y. and the applicant.

BRAY, J.—This was an application under ord. 52, r. 25, of the Rules of the Supreme Court, which puts into words a practice which has existed for a great number of years. It gave the court a summary jurisdiction over solicitors. In order to see whether this application can be brought within the terms of the rule, we must look at the rule and construe it. It may be that if there were any ambiguity in the rule, we should have regard to the previous practice. But we must first construe the rule. It runs as follows:—"Where the relationship of solicitor and client exists or has existed"—that is the condition precedent, and there is no doubt that here that condition was satisfied—"a summons may be issued by the client or his representatives for the delivery of a cash account." Now, that is a perfectly well-known account as between solicitor and client. *Primâ facie*, it means an account which the solicitor has to render to his client for the moneys in his hands. The rule continues: "or the payment of moneys, or the delivery of securities, and the court or a judge may from time to time order the respondent to deliver to the applicant a list of the moneys or securities which he has in his custody or control on behalf of the applicant, or to bring into court the whole or any part of the same." Now, he is to deliver to the applicant a list of the moneys which he has in his custody or control. Therefore, the duty of an applicant under this rule is to satisfy the court that this solicitor has in his custody or control moneys on behalf of the applicant. The question is, then, whether this sum of £200 was in the custody or control of this solicitor on behalf of the client—the applicant. There is not much dispute on the affidavits as to what are the facts. Up to the end of August, 1905, the relationship of solicitor and client existed between the applicant and this solicitor; but from that time onwards, unless the transaction here in question was one between solicitor and client, there have been no further transactions on the basis of such a relationship. At the beginning of October, 1905, there was an interview between the solicitor and the applicant. To quote from Mr. B.'s affidavit: "The said Y. called at my house several times in the year 1905, and on several occasions when he called suggested that I should let him invest my money for me, and stated to me that he had not an investment ready for it, but that until he could find an investment he would place the money in the bank, and I paid him the said sum in the belief and with the intention that he should find me an investment." Now, a document was drawn up, and I think that document shews that, whatever may have been the arrangement originally, the arrangement as stated in the paragraph of Mr. B.'s affidavit which I have just read was changed; it was turned into another arrangement. It is quite clear that the solicitor was not to put the money in the bank, where he could have obtained it at once. The document reads as follows: "£200. 9th October, 1905. Three months after demand I promise to pay to Mr. B. or to invest for him as he may wish the sum of two hundred pounds for value received, and in the meantime I agree to pay interest after the rate of £5 per centum per annum, by equal quarterly payments, on the usual quarter days, until payment or investment as aforesaid, as the case may be, and the said sum or so much thereof as shall from time to time remain owing.—Y." Now, it is this transaction, as stated in this document, with which we have to deal. I think it was nothing more than a loan. It was contemplated that the client should be at liberty at any time to get it back "three months after demand." The money was to be repaid to him or invested at his option. Until that time arrived, the transaction was nothing more than a loan. The money has been demanded back by the applicant. It was contended by counsel for the applicant that the money was given to the solicitor to invest. I cannot read the document in that way, having regard to all the circumstances. I am fortified in my view by the terms of a letter written to Y. by B., dated the 20th of May, 1908, where he says: "I am sorry I have to apply to you again. Will you please to give this matter your early attention; it will very much oblige me. I think I will call it in again. I don't think it is benefiting you very much. I can take a few more shares with it in the bank; they are offering a lot more shares now they have taken over the Lancaster Bank." The words he used were: "I think I will call it in again." The money was not to benefit Mr. B., but the solicitor, and the letter shews the reason why the money was wanted back—to buy shares. I think, therefore, this transaction was a loan. If it was a loan, then I do not think the applicant can come to the court under this rule. He has not proved his case, and the appeal must be allowed.

COLERIDGE, J., gave judgment to the same effect.—COUNSEL, for the applicant, *Herbert Smith*; for the solicitor, *H. C. Davenport*. SOLICITORS, *Kingsford, Dorman, & Co.*, for *Blagg, Son, & Masefield*, Cheadle; *Norris, Allens, & Chapman*, for *R. T. Adderley*, Longton.

[Reported by C. G. MORAN, Barrister-at-Law.]

Bankruptcy Cases.

Re **A DEBTOR.** *Ex parte* **TAYLOR & CO. (LIM.).** C.A. 22nd April.

BANKRUPTCY — PETITION — PRACTICE — DISCOVERY — INTERROGATORIES —BANKRUPTCY RULES, 1886-1890, R. 72—AFFIDAVIT OF TRUTH OF STATEMENTS IN PETITION—FORM 12.

A petitioning creditor will not be allowed to administer interrogatories to, or to obtain discovery from, a debtor to assist him to support his petition; nor should he use Form 12 in swearing to the truth of the allegations in his petition unless they are true to his knowledge.

Appeal from an order made by Mr. Registrar Hope on the 16th of February, 1910, discharging a previous order made by him on the 21st of January, whereby he had given the petitioning creditors leave to administer interrogatories to, and to obtain discovery of documents from, the debtor. On the 15th of January the appellants, Taylor & Co. (Limited), presented a bankruptcy petition against the debtor, in which the act of bankruptcy alleged was a fraudulent conveyance or transfer of her

property on the 11th of November, 1909. The debtor filed a notice to dispute the act of bankruptcy on the 11th of February. On the 21st of January, on an *ex parte* application by the petitioning creditors under rule 72, the registrar gave them leave to administer interrogatories to the debtor, and ordered the debtor to file an affidavit of documents. The debtor thereupon moved to discharge the order, and on the 16th of February the registrar delivered a written judgment discharging his former order, on the ground that, as bankruptcy involved *quasi*-penal consequences, discovery ought not to be granted against the debtor at the instance of the petitioning creditor prior to the hearing of the petition. In support of this view he referred to instances of so-called penal actions at the suit of informers, and of actions involving forfeiture, in which it had always been the practice of the courts to refuse discovery against the defendants. The petitioning creditors appealed, and relied on the case of *Re X. Y., Ex parte Haes* (1902, 1 K. B. 98), where the petitioning creditor was allowed to call the debtor and make him produce his books in order to prove the act of bankruptcy. Counsel for the debtor was not called upon.

VAUGHAN WILLIAMS, L.J., delivered the judgment of the full court, saying: The question in dispute in this case turns upon the meaning of rule 72: "Any party to any proceeding in court may, with the leave of the court, administer interrogatories to, or obtain discovery of documents from, any other party to such proceeding. Proceedings under this rule shall be regulated as nearly as may be by the rules of the Supreme Court for the time being in force in relation to discovery and inspection. An application for leave under this rule may be made *ex parte*." This is a case in which the registrar has written an excellent judgment and exercised the discretion which it is not disputed that he had. I begin by saying that I see no reason for interfering with the discretion he has exercised, but though I agree with most of his reasons, I wish to go further, and give some reasons myself. First of all, I must point out at what stage these proceedings are. There has been an affidavit filed which in effect is for the purpose of getting leave to file a petition in bankruptcy, and which cannot be used upon the hearing of the bankruptcy petition. I must call attention to the form (No. 12) of that affidavit, which, as the registrar says, is habitually used at the present day. It is headed: "Affidavit of truth of statements in petition," and the body of the form is: "I, the petitioner named in the petition hereunto annexed, make oath and say: I. That the several statements in the said petition are within my own knowledge true." The registrar says that this form must often put a tax on the consciences of petitioners, but it is usually adopted, and the directions in rule 150 and in the note to the above form—viz., that if the petitioner cannot swear to the truth of all the statements in the petition "within his own knowledge" he must file further affidavits by persons who can—are seldom utilized. I hope this habit will be discouraged; but what has been done here is, that the petitioner has sworn to what is not within his own knowledge, and comes and says: "Make an order for discovery so that I may prove the truth of that which at present I do not, of my own knowledge, know." That alone is enough to give the court discretion to refuse the order, but rule 72 imports the rules of the Supreme Court, and we must consider what would happen if this were a case in the High Court, where the analogous position would be that a writ had been issued, a general statement of claim alleging fraud put in, and no defence as yet delivered. No order for discovery at that stage of the proceedings would be made. It is also important to consider that in all the sections of the Bankruptcy Act, and the rules thereunder which deal therewith, anything in the nature of discovery or cross-examination must take place after receiving order. I have never known of any order for discovery or interrogatories being made to assist a petitioner; it is as if a plaintiff who had not yet obtained judgment were to apply for leave to examine the defendant as to his means. I must now deal with the case of *Re X. Y., Ex parte Haes*, and I am not going to say anything to detract from the judgment in that case, but it was a decision which is wholly inapplicable here. The question there simply was whether, upon the hearing of a petition, the petitioner could call the debtor as a witness. For many years the practice had been otherwise, but the court departed from that practice, upon the ground that the general law of evidence enables a plaintiff to call his opponent subject to the opponent's right to refuse to answer any questions which might tend to incriminate him. The suggestion was made in that case that this rule of evidence did not apply, because bankruptcy proceedings were quasi-criminal, but the court held that they were not proceedings properly to be treated as criminal, for the reason, amongst others, that a debtor can file his own petition.

COZENS-HARDY, M.R., concurred, and added that it was very important to state without doubt that Form 12 is not to be used in support of every petition, for in many cases it cannot be used without involving perjury. The petitioner should swear to facts within his own knowledge, and in cases where the act of bankruptcy alleged involves the intent of the debtor, he should state facts from which an inference of the intent of the debtor may be drawn.

FLETCHER MOULTON, L.J., concurred, and added that discovery was never allowed in cases of a penal nature, and that, although proceedings in bankruptcy were not actions, yet what they sought was in the highest degree of a penal character, for they involved the loss of civil rights.

FARWELL, BUCKLEY, and KENNEDY, L.JJ., concurred.—COUNSEL, *Clayton*, K.C., and *Frank Mellor; Hansell*. SOLICITORS, *Jacques & Co.*, for *J. H. Wilman*, Batley; *R. Raphael*.

[Reported by P. M. FRANCIS, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

In the Goods of **WOHLGEMUTH (Deceased)**. Bargrave Deane, J. 25th April.

PROBATE—WILL—EXECUTOR OUT OF THE KINGDOM—SPECIAL CIRCUMSTANCES—20 & 21 VICT. c. 77, s. 73—GRANT WITH WILL ANNEXED TO SOLE BENEFICIARY—PRACTICE AS TO AFFIDAVITS.

It is the practice for an applicant on motion to make an affidavit. Where the executor appointed under a will was out of the jurisdiction, and where there were urgent matters in connection with the estate of the deceased testator that required immediate attention, the court made a grant of letters of administration with the will annexed to the widow of the testator, who was the sole beneficiary.

Application for a grant of letters of administration with will annexed by one Susan Kate Wohlgemuth. The applicant was the widow of Conrad Wohlgemuth, sugar merchant, who died on the 17th of April, 1910. The deceased left a will dated the 17th of June, 1909, under which the applicant was sole beneficiary. There were no children or remoter issue. By the said will one C. W. Thompson was appointed sole executor, but at the present time he was in India on business, and had not been cited. In December, 1909, Thompson informed the applicant's solicitor that he was leaving England, and would therefore be unable to carry out the duties of executor if required. The deceased, Conrad Wohlgemuth, had expressed his intention of appointing other executors, but had failed to do so at the time of his death. Counsel for the applicant stated that the matter was very urgent, owing to the necessity of carrying out certain contracts during that week which had been previously entered into by the deceased. If the contracts were fulfilled, a profit amounting to about £200 would accrue to the estate, which was of small value. There were other matters requiring immediate attention, and it was submitted that a grant could be made under section 73 of the Court of Probate Act, 1857, there being special circumstances. The case of *In the Goods of Crawshay* (41 W. R. 303; 1893, P. 108) appeared to be the nearest in point. The only affidavit used on the motion was a joint one by the applicant's solicitor and a business friend of the deceased.

BARGRAVE DEANE, J., said: You may take a grant under section 73, subject to an affidavit by the applicant. The practice is for the applicant always to make an affidavit.—COUNSEL, *D. Cotes-Preedy*. SOLICITORS, *Stokes & Stokes*.

[Reported by M. WIMPFHEIMER, Barrister-at-Law.]

Law Students' Journal.

The Law Society.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 6th and 7th of April, 1910:—

FIRST CLASS.

Ayres, Herbert Edward
Coe, Edwin Henry
Jones, Trevor John
Roberts, Joseph
Shearn, Erroll David
Slater, William
Staddon, Charles Eric
Tame, Ernest William
Williams, Douglas
Williams, Gomer

PASSED.

Allen, Ronald Wilberforce
Baddeley, Cyril Laud
*Bagnall, George Barry, B.A. (Camb.)
Baines, Bernard
Bath, Sydney Howard
*Battishill, Philip Henry
Beck, William Crabbe
*Blackbourn, Lionel Alfred
*Blinkhorn, Robert Howard
Blumberg, Marco
*Boyes, Reginald Victor
Bracher, Guy
*Bradshaw, Stanley Goodwin
*Brandreth, William Robert Turner
*Bransom, Henry Norman Hugh
Brill, James Henry Clifford
*Brown, Reginald Southgate
*Browne, Alexander
Brunton, Frederick Henry
Burton, Charles Ernest
Chapman, Horace
Chapman, Laurence Vaughan, B.A. (Lond.)
Chippindale, Frederic Ronald
*Clough, Norman John
Cookson, John Power Hicks
*Corbett, Adrian Gray, B.A. (Oxon.)
Cruttwell, George Henry Wilson
Davis, Arthur Harvard
*Deakin, Charles Joseph John King
*Dixey, Arthur Carlyne Niven
Dobson, Samuel
*Drake, Francis Hubert
*Dudding, Lawrence Stanley
Eaton, George Biddulph
*Field, David
*Foster, Robert Tonge
Fraser, Arnold Frederick
*Gales, John Russell
Girling, Isaac Joseph
*Hacker, Norman
Harrison, James Entwistle
*Haworth, Robert Collins
Hill, John Henry
Hobson, William Anthony
Jackson, Cyril
Jeans, Gerald Mark
*Joyce, George Robins, M.A. (Camb.)

*Lancaster, Charles Edward
*Lawden, Henry Tipping
Ledward, George William
Lindsay, Rollo Christison
Longstaffe, Victor Charles Hamilton, B.A. (Camb.)
*Lyus, Arthur Ormiston
Marks, Herbert
*Marley, Reginald William
*Marsh, Robert Preston
*Minshall, Thomas Charles Wynne
*Morant, William Miles
*Moser, John
Mowll, John Hewitt
Nicholson, Thomas Edward
*Ommanney, Harold Manaton
*Peake, Colin
*Powell, Scott, B.A. (Oxon.)
Pratt, Cecil Myers
Ray, Jack Emerson
*Shackleton, William Beckworth Downs
Siddall, Ernest Douglas Costain
Slater, Arthur
Sleeman, Stuart Bertram, B.A. (Oxon.)
*Smith, Alan Montague
Spink, Edward Holt
Sprott, Frederick William
Stanton, Claude Wilfrid
*Stevens, William Lionel
Stockdale, Guy Nelson
Stringer, Charles Edward Woodcock, B.A. (Camb.)
*Taylor, Roland Ormsby
Thimbleby, John Egremont
*Thompson, Charles Audley
*Tilly, John, B.A. (Camb.)
Vincent, William Barnett
Walker, John Wickham
Watkins, Vivian Holmes
*Weeks, Harry
White, Ronald Jennings
*Wilkinson, Hubert Cooper, B.A. (Camb.)
Willett, John Wickham
Williams, Harry Gambold
Williams, Henry Edward
Williams, John Collingwood
*Wyles, Walter Nelson

* These candidates have to satisfy the examiners in accounts and book-keeping before receiving a certificate.

Number of candidates ... 105. Passed ... 102.

CANDIDATES FOR EXAMINATION IN ACCOUNTS AND BOOK-KEEPING ONLY.

Ashton, Henry Oswald
Beal, Leonard Frank
Blunt, Francis, B.A. (Oxon.)
Browne, Michael Ernest
Chaffers, Edward Mitchell
Cohen, Dudley Samuel, B.A., LL.B. (Camb.)
Cooper, Geoffrey Herbert
Craigen, William Ewart
Creusemann, Carl Heinrich Eduard
Dickinson, Leonard Taylor, B.A. (Oxon.)
Fyffe, John James
Goddard, Ernest, B.A. (Oxon.)
Green, William Edward
Hockin, Cyril Owen
Houlder, Wilson Alfred Lawrence
Hulton, Roger Braddyll
Humbert, Owen Johnston, B.A. (Oxon.)
Jones, Glendower
Jones, William Hugh
Kenshole, Ivor Charles
Latham, Henry Edmunds, B.A. (Oxon.)
Leese, Charles
Llewellin, Mostyn Cleeves
Machin, Alfred George Fysh
Marshall, Henry George, B.A. (Camb.)
Morgan, Robert Naunton Wingfield
Morris, Archibald John
Nares, Ramsay Llewelyn Ives
Norris, Arthur Gilbert
Pasmore, Archibald Besley
Pimblott, William
Price, Walter Hugh
Samson, Augustus Conway
Sandford, Ralph William Deshon, B.A. (Camb.)
Sayers, William Warwick
Schofield, John James
Smith, Jeffery Peter Frederick Hanworth, B.A. (Camb.)
Stafford, Hubert Langley
Stringer, Cuthbert Henry, B.A. (Camb.)
Vertue, Guy Naunton
Vickery, Robert George Frederick
Walker, Robert John, LL.B. (Lond.)
Walton, Thomas Booth
Ward, Ernest Henry
Watts, Dudley Haldane
Wilkinson, Charles
Wilson, Christopher Munkhouse
Woodcock, John Burrell Holme, B.A. (Oxon.)

Number of candidates ... 67. Passed ... 48

By order of the Council,
S. P. B. BUCKNILL, Secretary.

Law Society's Hall, Chancery-lane, 22nd April, 1910.

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the final examination held on the 4th and 5th of April, 1910 :—

Adcock, Leonard Hedley
Aitken, Arthur Eastham
Archer, Charles Kenneth
Ashworth, Peter Ormerod
Barker, Holroyd Birkett
Booth, Charles Victor
Botterell, John Dumville, B.A. (Oxon.)
Bramley, John Robinson Clarkson
Bright, Archibald Viccars
Brockman, Randolph Charles Zouch Drake
Broom, John William Frank
Brown, John Topham, B.A. (Camb.)
Brown, Maurice Blumfield
Bullock, Henry Acton Linton, B.A. (Oxon.)
Carlisle, Frank
Caruthers-Little, Robert Johnston
Clifton, John Henry
Clifton, Percy James
Cockrill, Charles Whalley
Corby, Matthew Sydney, B.A. (Durham)
Cox, Charles Kenneth
Cragg, Geoffrey Ethelbert
Dale, Harold
Deer, Vivian
Dickinson, Frank
Dickinson, Ronald Francis Bickersteth
Dunstan, Ralph Alexander
Edmunds, Joseph Charles
Finklestone, Harry, LL.B. (Victoria)
Fraser, Robert Leslie, B.A. (Camb.)
Fulton, George Koberwein
Gooderidge, Thomas William Wade
Gregory, Joseph
Grimwade, Hugh Noel
Gros, Gustave George
Hall, Lancelot Edey
Hardy, Harold John
Hawken, Herbert John Hambly
Heaton, William Hicks
Higgins, Herbert Edward Powell
Huntriss, William
John, Morgan
Jones, Jacob
Knowles, Frank
Landon, Joseph Herbert Arthur
Lindsey, Thomas
Milburn, Philip
Mitchell, George
Montague, George Albert Bannerman
Pridham, Henry
Prior, John
Riddett, Norman Lock
Roberts, Robert Owen
Robson, Stanley
Sayer, Geoffrey Latimer
Smith, Thomas James Thompson
Stenning, Claud John
Tabor, Harry Ernest
Thomas, Frederick Hugh
Tomkinson, Harry Cecil Herbert Seymour
Town, Charles Aubrey, B.A., LL.B. (Camb.)
Veale, Edward William Wodehouse, LL.B. (Lond.)
Warner, Gerald Hewett
Williams, Owen Jones
Willis, John Edwin
Woolfe, Leopold Hyman

Number of candidates ... 105. Passed ... 66.

By order of the Council,
S. P. B. BUCKNILL, Secretary.

Law Society's Hall, Chancery-lane, 22nd April, 1910.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—April 26.—Chairman, Mr. C. P. Blackwell.—The subject for debate was : "That the case of *Lowery* v. *Walker* (1910, 1 K. B. 173) was wrongly decided." Mr. C. S. Jones opened in the affirmative. Mr. R. D. Rustomgee seconded in the affirmative; Mr. H. S. Meyer opened in the negative. Mr. W. M. Pleadwell seconded in the negative. The following members continued the debate :—Messrs. Burgis, Meeke, Riddett, Davies, Shearn, Enness, and Parry. The motion was lost by one vote.

Legal News.

Changes in Partnerships.

Dissolutions.

GEORGE DUDLEY HARE and GEOFFREY BERTRAM GUSH, solicitors (Gush, Hare, & Co.), 11, Gray's-inn-place, London. Dec. 25.

EDWARD MEADE and ARTHUR BALMER, solicitors (Meade & Balmer), 22, Red Lion-square, London. Jan. 1. [*Gazette*, April 26.

General.

The Conveyancing Bill, promoted by the Law Society, was read a second time in the House of Commons on Wednesday last.

The *London Gazette* announces that an annuity of £3,500 has been granted to Sir Henry Sutton, late one of the justices of the High Court.

The general meeting of the Barristers' Benevolent Association will be held on Wednesday, May 4th, at 4.30 p.m., in the Middle Temple Hall, the Attorney-General in the chair.

On Wednesday, in the Judicial Committee of the Privy Council, the judgment of the court was for the first time delivered by Mr. Ameer Ali, the Indian member of the Tribunal. As the case bore the voluminous title of *Sri Rajah Parthasarathi Appa Row* v. *Chevendra Venkata Narasayya and Others*, the other members of the court may possibly have shrunk from the task of frequently mentioning the names of the plaintiff and defendant.

In the House of Commons on Tuesday, in reply to Mr. C. Roberts, Mr. Hobhouse said : The second general annual report of the Public Trustee, issued on March 9th, showed that the total funds under the control of the office of the Public Trustee on December 31st last were valued at £5,646,300. Apart from the audit of the accounts of any trust which is permitted to a beneficiary, there is a test audit of moneys under the Public Trustee's control by the Comptroller and Auditor-General. Arrangements for a separate detailed audit are now being considered.

"The recent press reports touching the use of whisky by juries in Tennessee," says a New York lawyer, reported by the *Central Law Journal*, "reminds me of an amusing incident in connection with a trial I once witnessed in Arkansas. The defendant had been accused of selling adulterated liquor, and some whisky was offered in evidence. This was given the jury as evidence to assist in its deliberations. When they finally filed into court, his Honour asked : 'Has the jury agreed on a verdict?' 'No, your Honour,' responded the foreman; 'and before we do we should like to have more evidence.'"

There is a cheering rumour in the Temple, says a writer in the *Globe*, that the Lord Chancellor is about to create another batch of K.C.'s. Lord Loreburn has not been too generous in his distribution of "silk." There have been only three lists of new King's Counsel since he occupied the Woolsack, the last having appeared nearly twelve months ago.

The first annual report of the committee of the Birmingham Poor Man's Lawyers' Association, states that 422 applications have been dealt with during the year, the details being as follows:—Master and servant (including compensation claims), 78; husband and wife, 66; county court and police-court matters, 64; claims to shares in estates of deceased persons, 44; landlord and tenant, 23; hire purchase, 11; miscellaneous (including old-age pensions, bastardy, slander, accidents, &c.), 136.

In moving the second reading of the County Common Juries Bill in the House of Lords, on the 20th inst., Lord Alverstone said the object of the measure was to remove a difficulty connected with assizes. The Act of 1825 limited the common jurors who could be called at assizes to 144. With the concurrence of the Lord Chancellor, two judges had arranged for very extended sittings in Manchester and Liverpool, and 144 common jurors would not be a sufficient number. The Bill, therefore, proposed the repeal of the limitation. The same difficulty had previously arisen about special jurors, and it was dealt with in the same way in 1898. The Bill was read a second time.

The truism that new conditions give rise in our law to new ideas of legal rights is illustrated, says the *American Law Review*, in a recent Kentucky case, where a woman sued a telephone company for damages, alleging that a telephone pole had been placed on the defendant's property so near her residence, against her protest, that a negro burglar had been enabled to climb into her window and had robbed her. The Kentucky Court of Appeals decided against her. It said that as any building, not a nuisance, might have been erected on the site of the pole, regardless of its availability as a means of burglarious entry, no liability sprang from the erection of the pole itself. Her duty was to secure her windows and take steps to protect her property.

In the House of Commons on Tuesday Mr. Belloc moved for leave to introduce a Bill to amend the law regarding the giving of evidence in criminal cases. The Bill, he said, had for its object the remedy of a grave injustice which might attend the way in which evidence could be given in certain criminal cases. A man might be bound over to keep the peace without having the right to call witnesses in his own defence. This form of administration had hitherto only been applied to Ireland. The other department in which this bad principle applied concerned not only Ireland, but the whole kingdom. After conviction and before sentence, evidence could be put in by the police which the prisoner had no substantial opportunity of rebutting. This was very important, because after a prisoner was technically convicted the police evidence might influence the sentence when the court had a wide discretion between imposing a very short and a very long term of imprisonment. The Bill was brought in and read a first time.

On Tuesday, says the *Times*, the Lord Chief Justice made the following announcement as to the future sittings of the Court of Criminal Appeal:—I have had to consider the arrangements for the sittings of the Court of Criminal Appeal. The papers which have had to be examined on the last two occasions have been so voluminous that it was not possible to deal with them out of the court hours of sittings, and the Court for Crown Paper was obliged to be adjourned on the Thursday afternoon in order to give the necessary time. It must be remembered that, in the case of the applications, as a rule the judges have not the assistance of counsel, and all the papers have to be examined in order to see whether there is any ground for appeal. Under the circumstances I have come to the conclusion that it would be best for the Court of Criminal Appeal to sit upon Mondays instead of upon Fridays. The three judges who form the court will not sit in court on Saturday, but would take that time, so far as it is sufficient, for the purposes of going through the papers. The sitting on Monday will also facilitate arrangements when the business of the Court of Criminal Appeal occupies more than one day in the week.

Judge Charles S. Lobingier, judge of the Court of First Instance for the Judicial District of Manila, lately, says the *Central Law Journal*, decided that electricity was the subject of larceny or its Spanish equivalent "hurto": *U.S.* v. *Jose de Leon*, February 3rd, 1910 (not reported). The article under the penal code, under which prosecution was brought, read, as translated in the opinion, as follows:—"The following are guilty of larceny (hurto): Those who, with intent of gain, and without violence or intimidation against the person or force against things, shall take another's personal property without the owner's consent." The judge came to the conclusion that it was, because by decisions by the Spanish Supreme Tribunal, rendered in 1887 and 1897, construing a similar section in Spanish law, it was held that the appropriation of illuminating gas belonging to another was "hurto," or larceny. The chief contention made was that electricity was an energy and not a corporal substance; but the judge thought that, as its effects, like those of gas, could be seen and felt, and the act of appropriation in each case consisted in the production of the effects which appropriation involved, or resulted from the consumption of enforced things, the rule as to gas should obtain. Authority was cited to show that the common law agreed with the Spanish as to gas.

Mr. Justice Riddell, of the King's Bench Division of the High Court of Justice at Ontario, Canada, writing in the *American Law Review* upon "The Judicial Committee of the Privy Council," says:—"There have been occasions upon which suggestions have been made, more or less seriously, that the jurisdiction of the Privy Council over self-governing communities, such as we have in Canada and as are in Australia and New Zealand, should cease. For example, when the Supreme Court of Canada was established in 1875, there was considerable discussion looking to the abolition of the right to appeal to the Privy Council from the court so established. Wiser counsels prevailed, and no attempt was made to prevent such appeals by legislation. Now an appeal lies as of right from the highest court in each province in cases of sufficient magnitude, and also by special leave from the Supreme Court of the Dominion. No feeling exists that this should be altered. Occasionally, of course, the unsuccessful party to an appeal, and those who sympathise with him, make a doleful noise against the Board, but this speedily dies out. It is wholly beyond controversy that Canadians generally would deplore any attempt to interfere with their traditional right to apply for justice to the foot of the throne. In other colonies the right continues in a more or less complete form, and, from all appearances, will so continue while the British Empire itself continues."

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady
Monday ...May	2	Mr Goldschmidt	Mr Greswell	Mr Church	Mr Beal
Tuesday	3	Synge	Goldschmidt	Theed	Greswell
Wednesday	4	Church	Synge	Bloxam	Goldschmidt
Thursday	5	Theed	Church	Farmer	Synge
Friday	6	Bloxam	Theed	Leach	Church
Saturday	7	Farmer	Bloxam	Borrer	Theed

Date.		Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday ...May	2	Mr Farmer	Mr Synge	Mr Bloxam	Mr Borrer
Tuesday	3	Leach	Church	Farmer	Beal
Wednesday	4	Borrer	Theed	Leach	Greswell
Thursday	5	Beal	Bloxam	Borrer	Goldschmidt
Friday	6	Greswell	Farmer	Beal	Synge
Saturday	7	Goldschmidt	Leach	Greswell	Church

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, April 22.

BARNETT BROS, LTD—Petn for winding up, presented April 20, directed to be heard May 3. Peters, Chancery ln, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 2

BEWICK & Co, LTD—Petn for winding up, presented April 20, directed to be heard at the Court House, Quay st, Manchester, May 9, at 10. Higham & Co, Manchester, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 8

CHARLES ELMORE, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 27, to send in their names and addresses, with particulars of their debts or claims, to Walter Fray, Elmore st, Harpurhey, Manchester, liquidator

COOK'S ATHLETIC CO (1907) (LTD)—Creditors are required, on or before May 18, to send in their names and addresses, and the particulars of their debts or claims, to George W. Askew, 14, St Mary Axe, liquidator

DU CROS MERCEDES, LTD (IN LIQUIDATION)—Creditors are required, on and before June 17, to send their names and addresses, and the particulars of their debts or claims, to Maurice James Stodell, 134, Long Acre, liquidator

SIMPSON HAGUE & Co, LTD—Petn for winding up, presented April 20, directed to be heard May 5, at 11. Hurst & Hewitt, Ashton under Lyne, solors for the petner Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 4

WACKRILL & Co, LTD—Creditors are required, on or before May 20, to send in their names and addresses, and particulars of their debts or claims, to William Nicholson, 12, Wood st, liquidator

WYSE & Co, LTD—Petn for winding up, presented April 19, directed to be heard May 3. Roney & Co, Orient House, New Broad st, solors for the petners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of May 2

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, April 26.

ALFRED WATERWORTH, LTD—Petn for winding up, presented April 20, directed to be heard at the Sessions Hall, Preston, May 10, at 10. Houghton & Co, Preston, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 9.

A. J. CRANE, LTD—Creditors are required, on or before May 23, to send their names and addresses, and the particulars of their debts or claims, to Frank Charles Harper, 27, Chancery ln, liquidator

BEAUFORT GAS LIGHT AND COKE CO (1906), LTD—Petn for winding up, presented April 2, directed to be heard at the Town Hall, Tredegar, Monmouth, May 10, at 11.30. Vaughan & Harris, Brynmawr, for Stallwood, Market pl, Reading, solors for petitioning company. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 9

COLT GUN AND CARRIAGE CO, LTD—Creditors are required, on or before June 3, to send their names and addresses, and the particulars of their debts or claims, to Chantrey & Co, 57, Moorgate st, liquidators

ELLIS HAMER & Co, LTD (IN LIQUIDATION)—Creditors are required, on or before May 28, to send their names and addresses, and the particulars of their debts or claims, to Walter Lightfoot Whitaker, 150, Liverpool rd, South Birkdale Mawdsley & Co, Southport, solors for the liquidator

GEORGETOWN RUBBER SYNDICATE, LTD—Creditors are required, on or before May 27, to send in their names and addresses, with particulars of their debts or claims, to Arthur Taylor, 23, College hill, liquidator

HEELEY WOOD & CO, LTD—Creditors are required, on or before May 16, to send their names and addresses, and the particulars of their debts or claims, to Albert Edward Sherrey, 131, Edmund st, Birmingham. Grey & Cox, Birmingham, solors for the liquidator

HOTEL CHATHAM, LTD—Creditors are required, on or before May 21, to send their names and addresses, and the particulars of their debts or claims, to Daniel S. Fripp, 90, Cannon st, liquidator

LIVERPOOL GOLD COAST SYNDICATE, LTD (IN LIQUIDATION)—Creditors are required, on or before May 31, to send their names and addresses, with particulars of their debts or claims, to William Henry Parry, 8, Cook st, Liverpool, liquidator

MAESYMARCHOG COLLIERY CO, LTD (IN LIQUIDATION)—Creditors are required, on or before May 17, to send their names and addresses, and the particulars of their debts or claims, to Sir Griffith Thomas, 1, Gloucester pl, Swansea. Collins & Woods, Swansea, solors for the liquidator.

MALAGA MINING AND TRADING SYNDICATE, LTD—Petn for winding up, presented March 24, directed to be heard at the Law Courts, Cardiff, May 5. Lloyd & Pratt, Mount Stuart sq, Cardiff, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 4

PRINCE'S RACQUET AND TENNIS CLUB CO, LTD—Creditors are required, on or before May 10, to send their names and addresses, and particulars of their debts or claims, to W L Ellis, 30, Moorgate st, liquidator

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, April 22.

ARMORICA SYNDICATE, LTD.
ORIENT CIGARETTE CO. LTD.
PORTMAN TEETH INSTITUTE, LTD.
CARLISLE CARRIAGE CO, LTD.
JOHN WHITE & CO, LTD.
HYAM COHEN. LTD.
DEANE MANUFACTURING CO, LTD.
COPIAPO GAS CO, LTD.
NORTON'S, LTD (Reconstruction).
WACKRILL & CO. LTD.
UNITED STATES DOLOMENT CO, LTD.
OLYMPIA ROLLER SKATING CO, BURNLEY, LTD.
OROYA BROWNHILL CO, LTD.
VICTORIAN OPTIONS, LTD.
MONARCH ASSURANCE CO, LTD.
CHARLES ELMORE, LTD.
SHAW & SHREWSBURY, LTD.
"CAMBRIDGE EXPRESS" NEWSPAPER CO, LTD.
DU CROS MERCEDES, LTD.
A. J. CRANE, LTD.
PRINCE'S RACQUET AND TENNIS CLUB CO, LTD.
HOVIAN ENGINEERING CO, LTD.
CITY AND PROVINCIAL STOCK AND SHARE CO, LTD.
BRAKPONTEIN CONCESSIONS SYNDICATE, LTD.
TIMES SYNDICATE, LTD.

London Gazette.—TUESDAY, April 26.

BOOMSO DREDGING SYNDICATE, LTD.
DUBLIN SKATING RINK CO, LTD.
STAR FOUNDRY (BRIGHTON) CO, LTD.
GRASSE AND CANNES ELECTRIC TRAMWAYS SYNDICATE, LTD.
SWIFTSURE SYNDICATE, LTD.
WACKRILL & CO. LTD.
INDUSTRIAL APPLIANCES, LTD.
EKENBURG MILK PRODUCTS CO, LTD.
BARKER BROS. (BRADFORD), LTD.

The Property Mart.

Forthcoming Auction Sales.

May 2.—Messrs. HARRODS, LTD.: Freehold Residences (see advertisement, page v, April 16).

May 4.—Messrs. NICHOLAS, at Southampton, at 3: Country Seat (see advertisement, back page, April 9).

May 4 and 11.—Messrs. EDWIN FOX, BOUSFIELD, BURNETTS & BADDELEY, at the Mart, at 2: Freehold Residence, Valuable Life Policies, and Freehold Ground-Rents (see advertisement, page vi, April 16).

May 5.—Messrs. STIMSON & SONS, at the Mart, at 2: Freehold Ground-Rents (see advertisement, back page, April 23).

May 5.—Messrs. BATTAM & HEYWOOD, at the Mart: Freehold Ground-Rents (see advertisement, back page, April 9).

May 5.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2: Reversions, Life Policies, Shares, &c. (see advertisement, back page, this week).

May 6.—Messrs. WEIFORD, DIXON & WINDER, at the Mart, at 2: Freehold and Leasehold Investments, &c. (see advertisement, page iii, this week).

May 9.—Messrs. G. B. HILLIARD & SON, at the Mart, at 2.30: Business Premises (see advertisement, back page, April 23).

May 9.—Messrs. JONES, LANG & CO., at the Mart, at 2: Freehold Investments (see advertisement back page, March 19).

May 10.—Messrs. HAMPTON & SONS, at the Mart: Freehold Shop Property (see advertisement, back page, April 23).

May 20.—Messrs. MARK LIELL & SON, at the Mart, at 2: Freehold Residence (see advertisement, back page, this week).

May 24.—Messrs. DEBENHAM, TEWSON, RICHARDSON & CO., at the Mart, at 2: Freehold Warehouses (see advertisement, page v, April 16).

May 24.—Messrs. HARRODS, LTD.: Country Houses (see advertisement, page v, April 16).

May 25.—Messrs. EDWIN FOX, BOUSFIELD, BURNETTS & BADDELEY at the Mart, at 2: Leasehold Property (see advertisement, back page, this week).

May 27.—Messrs. LESLIE MARSH & CO., at the Mart, at 2: Freehold Estate and Ground-Rents (see advertisement page v, April 16).

May.—Messrs. HOLCOMBE, BETTS & WEST: Freehold Estate (see advertisement, back page, April 2).

June 6.—Messrs. COLLINS & COLLINS, at the Mart: Residences (see advertisement, back page, this week).

June 17.—Messrs. HARRODS, LTD.: Country Residence (see advertisement, page v, April 16).

Bankruptcy Notices.

London Gazette.—FRIDAY, April 22.

RECEIVING ORDERS.

ALVAREZ, EUGENIO, Swan st, Minories High Court Pet Mar 17 Ord April 19

BARKER, RICHARD, Sheffield, Licensed Victualler Sheffield Pet April 16 Ord April 16

BARNES, THOMAS EVERETT, Hawk Green, Marple, Cheshire Plasterer Stockport Pet April 20 Ord April 20

BELL, STANLEY NORMAN, Lowestoft, Confectioner Great Yarmouth Pet April 18 Ord April 18

BILLINGHAM, HERBERT SYDENHAM, Tudor st, Blackfriars, Journalist High Court Pet Jan 20 Ord April 19

BLOUNT, SAMUEL, Derby, Glass Dealer Derby Pet April 18 Ord April 18

BROWN, ERNEST CHARLES, Kingston, Fishmonger Kingston Pet April 18 Ord April 18

BROWN, ROBERT, Pear Tree st, Goswell rd High Court Pet Feb 4 Ord April 19

BRUFORD, ERNEST H, Maddox st, Regent st High Court Pet April 7 Ord April 19

BULLARD, ARTHUR, Norwich, Commission Agent Norwich Pet April 18 Ord April 18

CARTER, WILLIAM HENRY, Avonmouth, Bristol, Grocer High Court Pet Feb 21 Ord April 19

CHALKLEY, WILLIAM HENRY, Plaistow, Essex, Builder High Court Pet April 16 Ord April 16

CHAVE, WILLIAM JOHN, Lower rd, Rotherhithe, Tailor High Court Pet April 19 Ord April 19

CHESSBROUGH, THOMAS SYKES, Castleford, Yorks, Pawnbroker Wakefield Pet April 6 Ord April 18

COATES, CHARLES ENOS, Scarborough, Monumental Sculptor Scarborough Pet April 20 Ord April 20

COLLINGDON, REGINALD HEBER, Wickwar, Glos. Mining Engineer Bristol Pet April 19 Ord April 19

CROCKER, JONATHAN, Catford, Paper Merchant Birmingham Pet Mar 14 Ord April 19

CRYER, WILLIAM EVAN, Bargoed, Glam, Haulier Merthyr Tydfil Pet April 18 Ord April 18

DAVIES, OSWALD, Moorside, Swinton, Clerk Salford Pet April 19 Ord April 19

DOLLING, JOHN EDWARD, Swansea, Tinsmith Swansea Pet April 19 Ord April 19

FANCOTT, WILLIAM, Coventry, Butcher Coventry Pet April 19 Ord April 19

FLETCHER, RICHARD, Eccles, Corn Factor Salford Pet April 19 Ord April 19

FRAMPTON, JOHN, King's Norton, Worcester, Grocer Birmingham Pet April 20 Ord April 20

HAINES, FRANCIS OLIVER, Blaenavon, Mon, Grocer Tredegar Pet April 18 Ord April 18

HARRISON, PERCY, Manev, Sutton Coldfield, Warwick, Commission Agent Birmingham Pet April 20 Ord April 20

HANCOCK, JOHN RICHARD, Cadoxton, nr Neath, Glam, Labourer Neath Pet April 18 Ord April 18

HODGES, DAVID, Maidstone Coachbuilder Maidstone Pet April 20 Ord April 20

HOLGATE, CHARLES HENZELL, Harehills, Leeds, Mill Furnisher's Manager Leeds Pet April 19 Ord April 19

KENNY, THOMAS, Liverpool, Grocer Liverpool Ord Mar 22 Pet April 19

LETHBRIDGE, EDGAR HAROLD, Plymouth, Butcher Plymouth Pet April 20 Ord April 20

MCCLINTOCK, THOMAS ROBERT, Liverpool, Sweet Manufacturer Liverpool Pet April 9 Ord April 20

MAIN, JOHN, Malvern Link, Worcester, Music Master Worcester Pet April 19 Ord April 19

MARCHBANK, JOHN WILLIAM, Bradford, Surveyor Bradford Pet April 18 Ord April 19

MUSKETT, FRANCIS EMILY, Northwich, Cheshire, Grocer Crewe Pet April 19 Ord April 19

PAGE, LEONARD MAURICE KEPP, Kingston on Thames Kingston, Surrey Pet Mar 31 Ord April 19

PETTY, JAMES Kingston upon Hull, Fish Fryer Kingston upon Hull Pet April 20 Ord April 20

RAWLINS, JOSEPH, Newcastle under Lyme, Staffs, Fishmonger Hanley Pet April 19 Ord April 19

REID, THOMAS, Hoyland, Yorks, Piano Dealer Barnsley Pet April 20 Ord April 20

RICHARDSON, HARRY, Hart st, Bloomsbury, Surveyor High Court Pet April 1 Ord April 20

SCARF, ALBERT, and HENRY GALLOWAY, Bradford, Printers Bradford Pet April 8 Ord April 20

SLACK, JAMES, Stow on the Wold, Glos, Butcher's Assistant Cheltenham Pet April 18 Ord April 18

SMITH, ERNEST, and CHRISTOPER SMITH, Withington, Andoversford, Glous, Farmers Cheltenham Pet April 18 Ord April 18

SMITH, GEORGE BUNON, Chadwell Heath, Essex, Baker's Manager Pet April 20 Ord April 20

STANDEN, HERBERT EDWARD, Peterborough, General Dealer Peterborough Pet April 19 Ord April 19

STONE, WALTER FREDERICK, and ARTHUR EAVES, Station rd, Wood Green, Letterpress Printers Edmonton Pe April 19 Ord April 19

TAYLOR, ERNEST, Newmarket, Turf Correspondent Cambridge Pet April 19 Ord April 19

THOMAS BROS, Beaumont st, Mile End rd, Dairymen High Court Pet Feb 28 Ord April 14

THORN, H, Chrisp st, Poplar, Butcher High Court Pet Mar 22 Ord April 18

TOWNLEY, VERNON, Beeston Hill, Leeds, Fruit Salesman Leeds Pet April 16 Ord April 16

WALCOT, H E, Leonard Stanley, Glos Gloucester Pet Mar 5 Ord April 18

WILLIAMS, M E, & Co, Pontypridd, Tailors Pontypridd Pet April 8 Ord April 20

YOUNG, FRANCIS GEORGE, St Albans, Florist St Albans Pet April 12 Ord April 20

Amended Notice substituted for that published in the London Gazette of April 15:

PICKERING, FRANCIS SYDNEY, Cunningham Park, Harrow, Builder St Albans Pet Feb 23 Ord April 11

RECEIVING ORDER RESCINDED AND PETITION DISMISSED.

SANDFORD, Lieut WILLIAM HERBERT, RN, Stepney High Court Pet Feb 18 Rec Ord Mar 18 Resc and Dis April 18

FIRST MEETINGS.

ALVAREZ, EUGENIO, Swan st, Minories May 2 at 2.30 Bankruptcy bldgs, Carey st

APPELBAUM, JACOB DAVID, Liverpool, Stationer May 3 at 11 Off Rec, 35, Victoria st, Liverpool

AYLIFFE, THOMAS, jun, Llwyne, Glam, Printer's Manager May 2 at 11 Off Rec, 117, St Mary st, Cardiff

BAKER, SAMUEL GEORGE, Coventry, Builder May 2 at 11 Off Rec, 8, High st, Coventry

BALES, ROBERT, New Hupstanton, Norfolk, Carrier April 30 at 12 Off Rec, 8, King st, Norwich

BELL, STANLEY NORMAN, Lowestoft, Confectioner May 2 12.30 Off Rec, 8, King st, Norwich

BILLINGHAM, HERBERT SYDENHAM, Tudor st, Blackfriars, Journalist May 3 at 2.30 Bankruptcy bldgs, Carey st

BOWEN, WILLIAM, Aberkenfig, Glam, Licensed Victualler May 2 at 12.15 Off Rec, 117, St Mary st, Cardiff

BROWN, ERNEST CHARLES, Kingston on Thames, Fishmonger May 2 at 2.30 132, York rd, Westminster Bridge

BROWN, ROBERT, Pear Tree st, Goswell rd May 3 at 1 Bankruptcy bldgs, Carey st

BRUFORD, ERNEST H, Maddox st, Regent st May 2 at 11 Bankruptcy bldgs, Carey st

BULLARD, ARTHUR, Norwich, Commission Agent April 30 at 12.30 Off Rec, 8, King st, Norwich

CARTER, WILLIAM HENRY, Pill, Somerset, Grocer May 3 at 11 Bankruptcy bldgs, Carey st

CHALKLEY, WILLIAM HENRY, Plaistow, Builder May 2 at 12 Bankruptcy bldgs, Carey st

CHASE, RICHARD, Faversham, Kent, Fishmonger April 30 at 10.30 Off Rec, 68A, Castle st, Canterburr

CHAVE, WILLIAM JOHN, Lower rd, Rotherhithe, Tailor May 2 at 1 Bankruptcy bldgs, Carey st

COLLINS, JOHN, Blaengwynfi, Glam, Collier April 30 at 11.30 Off Rec, Government bldgs, St Mary's st, Swansea

COBAM, ALFRED THOMAS, Bamber Bridge, Lancs, Tailor May 6 at 10.30 Off Rec, 13, Winckley st, Preston

FOWLES, GEORGE EDWIN, Birmingham, Fender Manufacturer May 2 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham

HASWELL, FREDERICK CHARLES, Deptford, Sunderland, Licensed Victualler May 3 at 3 Off Rec, 3, Manor pl, Sunderland

HARDY, JAMES, Stalybridge, Lancs, Silk Hat Manufacturer April 30 at 11 Off Rec, Byrom st, Manchester
HIGGINS, WILLIAM HERBERT, Newbury, Furniture Dealer May 2 at 12 1, St Aldates, Oxford
HODGES, DAVID, Maidstone, Coachbuilder May 5 at 11 9, King st, Maidstone
HOLGATE, CHARLES HENZELL, Harehills, Leeds, Mill Furnisher's Manager May 2 at 12 Off Rec, 24, Bond st, Leeds
JONES, EVAN, Bethesda, Carnarvon, Quarryman May 2 at 12 Crypt chmbrs, Eastgate row, Chester
JONES, THOMAS EVANS, Penarth, Glam, Accountant May 2 at 3 Off Rec, 117, St Mary st, Cardiff
KENNY, THOMAS, Liverpool, Grocer May 3 at 12 Off Rec, 35, Victoria st, Liverpool
MARCHBANK, JOHN WILLIAM, Bradford, Surveyor April 30 at 11 Off Rec, 12, Duke st, Bradford
MARTIN, WILLIAM, Quay West, Minehead, Somerset, Master Mariner May 5 at 3.15 10, Hammet st, Taunton
NICKSON, GEORGE, Winsford, Cheshire, House Furnisher May 2 at 12 Off Rec, King st, Newcastle, Staffs
OWEN, WILLIAM, Blaengwynfi, Glam, Collier April 30 at 11 Off Rec, Government bldgs St Mary's st, Swansea
PICKERING, FRANCIS SYDNEY, Cunningham Park, Harrow, Builder May 3 at 3 14, Bedford row
ROSIER, PHILIP, Kingston upon Hull, Bookseller April 30 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull
SHULMAN, MYER, East Mount st, Whitechapel, Gold Printer on Socks May 5 at 11 Bankruptcy bldgs, Carey st
SMITH, HARRY VINCENT, Victoria st May 5 at 1 Bankruptcy bldgs, Carey st
SMYTHE, GEORGE WILLIAM, York rd, King's Cross, Hairdresser May 4 at 11 Bankruptcy bldgs, Carey st
SUMPTER, FRED SAMUEL, Plaistow, Essex, Stone Mason May 11 at 11 Bankruptcy bldgs, Carey st
THOMAS BROS, Beaumont st, Mile End rd, Dairymen May 11 at 12 Bankruptcy bldgs, Carey st
THORN, H, Chrisp st, Poplar, Butcher May 11 at 1 Bankruptcy bldgs, Carey st
TOWNLEY, VERNON, Beeston Hill, Leeds, Fruit Salesman May 2 at 11.30 Off Rec, 24, Bond st, Leeds
TREHARNE, ROBERT GILBERT, Port Talbot, Glam, Colliery Agent's Clerk May 3 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
ULPH & Co, Air st, Regent st, Commission Agents May 4 at 1 Bankruptcy bldgs, Carey st
VAN GELDER, A J, Stockwell rd, Tailor May 5 at 12 Bankruptcy bldgs, Carey st
VAUGHAN, WILLIAM, Cross Hands, Llanon, Carmarthen, Collier April 30 at 11.30 Off Rec, 4, Queen st, Carmarthen
WHITE, JAMES ARTHUR DAWES, Kingsland rd, Chemist May 4 at 12 Bankruptcy bldgs, Carey st
YOUNG, FRANCIS GEORGE, St. Albans, Florist May 3 at 3 14, Bedford row

ADJUDICATIONS.

BAMFORD, FRANK, Ripon, Yorks, Antique Dealer Northallerton Pet Mar 10 Ord April 20
BARKER, RICHARD, Sheffield, Licensed Victualler Sheffield Pet April 16 Ord April 16
BARKER, WILLIAM, Leigh, Lancs, Draper Bolton Pet Mar 12 Ord April 15
BARNES, THOMAS EVERETT, Hawk Green, Marple, Cheshire, Plasterer Stockport Pet April 20 Ord April 20
BELL, STANLEY NORMAN, Lowestoft, Confectioner Gt Yarmouth Pet April 18 Ord April 18
BLOUNT, SAMUEL, Derby, Glass Dealer Derby Pet April 18 Ord April 18
BULLARD, ARTHUR, Norwich, Commission Agent Norwich Pet April 18 Ord April 18
CHALKLEY, WILLIAM HENRY, Southern rd, Plaistow, Essex, Builder High Court Pet April 16 Ord April 16
CHAVE, WILLIAM JOHN, Lower rd, Rotherhithe, Tailor High Court Pet April 19 Ord April 17
COATES, CHARLES ENOS, Scarborough, Monumental Sculptor Scarborough Pet April 20 Ord April 20
COHEN, LOUIS WOOLF, Uxbridge rd, Shepherd's Bush, Journalist High Court Pet Feb 26 Ord April 20
CRYER, WILLIAM EVAN, Bargoed, Glam, Haulier Merthyr Tydfil Pet April 18 Ord April 18
DAVIES, OSWOLD, Moorside, Swinton, Lancs, Clerk Salford Pet April 19 Ord April 19
DOLLING, JOHN EDWARD, Swansea, Tinsmith Swansea Pet April 19 Ord April 19
FANCOTT, WILLIAM, Coventry, Butcher Coventry Pet April 19 Ord April 19
FIORE, LEOPOLD, Tyrrell rd, East Dulwich High Court Pet Mar 23 Ord April 19
FOWLES, GEORGE EDWIN, Sparkhill, Worcester, Fender Manufacturer Birmingham Pet April 14 Ord April 15
FRAMPTON, JOHN, Kings Norton, Worcester, Grocer Birmingham Pet April 20 Ord April 20
GOLDBLATT, LOUIS, Ebbw Vale, Mon, Draper Tredegar Pet Mar 5 Ord April 20
HAINES, FRANCIS OLIVER, Blaenavon, Mon, Grocer Tredegar Pet April 18 Ord April 18
HANCOCK, JOHN RICHARD, Cadoxton, nr Neath, Glam, Labourer Neath Pet April 16 Ord April 18
HARRISON, PERCY, Sutton Coldfield, Warwick, Commission Agent Birmingham Pet April 20 Ord April 20
HODGES, DAVID, Maidstone, Coachbuilder Maidstone Pet April 20 Ord April 20
HOLGATE, CHARLES HENZELL, Harehills, Leeds, Mill Furnisher's Manager Leeds Pet April 19 Ord April 19
INNOCENT, LEWIS WILLIAM, Roman rd, Bow, Licensed Victualler High Court Pet Mar 21 Ord April 19
LETHBRIDGE, EDGAR HAROLD, Plymouth, Butcher Plymouth Pet April 20 Ord April 20
MAIN, JOHN, Malvern Link, Worcester, Music Master Worcester Pet April 19 Ord April 19
MARCHBANK, JOHN WILLIAM, Bradford, Surveyor Bradford Pet April 18 Ord April 18
NICKSON, GEORGE, Winsford, Cheshire, House Furnisher Crewe Pet April 16 Ord April 20
PETTY, JAMES, Kingston upon Hull, Fish Fryer Kingston upon Hull Pet April 20 Ord April 20
PORCELLI, DOMENICO, Plainmore, Torquay, Organ Grinder Exeter Pet Mar 24 Ord April 20
RAWLINS, JOSEPH, Newcastle under Lyme, Staffs, Fishmonger Hanley Pet April 19 Ord April 19
REID, THOMAS, Hovland, Yorks, Piano Dealer Barnsley Pet April 20 Ord April 20
ROSS, WILLIAM, New Brighton, Chester, Butcher Liverpool Pet Mar 23 Ord April 16
SLACK, JAMES, Stow on the Wold, Glos, Butcher's Assistant Cheltenham Pet April 18 Ord April 18
SMITH, ERNEST, and CHRISTOPHER SMITH, Withington, Andoversford, Glos, Farmers Cheltenham Pet April 18 Ord April 18
SMITH, GEORGE BYRON, Chadwell Heath, Essex, Baker's Manager Chelmsford Pet April 20 Ord April 20
SMITH, HARRY VINCENT, Victoria st High Court Pet Mar 18 Ord April 19
SPINDLEBAUER, HEINRICH, Gt Eastern st, Photographer High Court Pet Feb 25 Ord April 16
STANDEN, HERBERT EDWARD, Peterborough, General Dealer Peterborough Pet April 19 Ord April 19
STONE, WALTER FREDERICK, and ARTHUR EAVES, Wood Green, Letterpress Printers Edmonton Pet April 19 Ord April 20
SUGDEN, CHARLES REXTON, Piccadilly High Court Pet Mar 11 Ord April 19
SUMPTER, FRED SAMUEL, Plaistow, Essex, Stonemason High Court Pet Mar 18 Ord April 19
TAYLOR, ERNEST, Newmarket, Turf Correspondent Cambridge Pet April 19 Ord April 20
TOWNLEY, VERNON, Beeston Hill, Leeds, Fruit Salesman Leeds Pet April 16 Ord April 16
TREADWAY, GEORGE, New Oxford st, Commission Broker High Court Pet Jan 5 Ord April 18
WAIT, GUILDFORD RUSSELL, Plough rd, Rotherithe, Laundry Proprietor High Court Pet Mar 4 Ord April 18
WHITE, CHARLES HENRY UMPHELBY, Denny End, Waterbeach, Cambridge High Court Pet Mar 14 Ord April 16

Amended Notice substituted for that published in the London Gazette of April 8:

SUMMERS, WALTER THOMAS, Malvern Link, Worcester, Baker Worcester Pet April 5 Ord April 5

ADJUDICATION ANNULLED.

VINCE, CHARLES EDWARD, King's Lynn, Norfolk, Travelling Draper King's Lynn Adjud Sept 24 Annul April 20

Gazette London.—TUESDAY, April 26.

RECEIVING ORDERS.

ALBINSON, ANNE ELIZABETH, Bolton, Lancs, Clothier Bolton Pet April 22 Ord April 22
BOWMAN, WILLIAM ALFRED, East Finchley, Wine Merchant Barnet Pet April 21 Ord April 21
BROAD, CHARLES, Stoke on Trent, Slipmaker Stoke upon Trent Pet April 22 Ord April 22
COLES, CHARLES, Ringwood, Southampton, Grocer Salisbury Pet April 22 Ord April 22
COMPSTON, RICHARD, Rishton, Lancaster, Mill Manager Blackburn Pet April 9 Ord April 20
DAWBER, DANIEL, Gainsborough, Draper Lincoln Pet April 20 Ord April 20
FEATHERSTONE, SAMUEL WILLIAM, Coleford, Glos, Butcher Gloucester Pet April 22 Ord April 23
GARDINER, JOHN, Chorlton on Medlock, Manchester, Fish Dealer Manchester Pet April 22 Ord April 22
GILLMORE, DAVID NORMAN, Wavertree, Liverpool, Coal Merchant Liverpool Pet Mar 30 Ord April 21
GOODENOUGH, FREDERICK JOHN, Farnham, Surrey, Coal Merchant Guildford Pet April 11 Ord April 22
GRAY, JOHN WILKINSON, Scotswood, Newcastle on Tyne, Grocer Newcastle on Tyne Pet April 22 Ord April 22
GREEN, GEORGE HIPWELL, Westcliff on Sea, Architect Chelmsford Pet April 21 Ord April 21
GREEN, HARRY ALBERT, Bargoed, Glam, Baker Merthyr Tydfil Pet April 16 Ord April 22
GREENWOOD, EDMUND, Dunhampton, Ombersley, Wheelwright Worcester Pet April 22 Ord April 22
GURNEY, JOSEPH HENRY, Gloucester, Builder Gloucester Pet April 22 Ord April 22
HART, SAMUEL WALTER, Wanstead, Essex, Company Director High Court Pet April 14 Ord April 22
HILTON, JOHN WILLIAM, Wakefield, Miner Wakefield Pet April 21 Ord April 21
HURST, HENRY, Eglwysfach, Denbigh, Licensed Victualler Portmadoc Pet April 22 Ord April 22
JACKSON, WILLIAM EDGAR, Walsall, Grocer Walsall Pet April 21 Ord April 21
JAMBACH, ALBERT WILLIAM GRAY, Lanark villas, Maida hill, Stock Broker High Court Pet Mar 14 Ord April 22
JOHN, FREDERICK MORTIMER, Tythegston, nr Bridgend, Glam, Farm Bailiff Cardiff Pet April 22 Pet April 22
JONES, JOHN, Briton Ferry, nr Neath, Labourer Neath Pet April 21 Ord April 21
JOY, ROBERT EDWARD, Bristol, Electrical Engineer Bristol Pet April 21 Ord April 21
KENDRICK, CHARLES, Wollaston, Worcester, Builder Stourbridge Pet April 22 Ord April 22
KIRBY, JOHN HENRY ONGAR, Essex, Chemist Chelmsford Pet April 23 Ord April 23
KIRKBRIGHT, ROBERT STONEY, Crossgates, nr Leeds Leeds Pet April 21 Ord April 21
KITCHEN, WILLIAM, Thorpe on the Hill, Lincoln, Farmer Lincoln Pet April 22 Ord April 22
LANE, FREDERICK MATTHEW, Knoll rd, Wandsworth, Law Stationer's Manager High Court Pet April 23 Ord April 23
LISLE, ROBERT BORROWASH, Derby, Gun Maker Derby Pet April 22 Ord April 22
LUCAS, ALBERT CHARLES LEONARD, Gurnard, I of W Butcher Newport Pet April 22 Ord April 22
MAIN, JOHN, Market Harborough, Leicester, Carpenter Leicester Pet April 23 Ord April 23
MASON, GEORGE JOHN, Abingdon, Toy Dealer Oxford Pet April 23 Ord April 23
MILNER, EDWARD, Cudworth, Yorks, Boot Dealer Barnsley Pet April 11 Ord April 22
MORGAN, ALFRED, Sparkhill, Worcester, Plumber Birmingham Pet April 22 Ord April 22
PURDAY, CHARLES FRANK, Beckenham, Kent, Bank Clerk High Court Pet April 23 Ord April 23
PYKE, JOHN, and ARTHUR JOHN POWLESLAND, Okehampton, Devon, Auctioneers Plymouth Pet April 7 Ord April 22
QUANTRILL, W, Station rd, Winchmore Hill, Boot Maker Edmonton Pet Mar 31 Ord April 22
ROE, SILAS, Chesterfield, Derby Chesterfield Pet April 21 Ord April 21
ROOTS, FREDERICK JAMES, Bartholomew close, Caretaker High Court Pet April 22 Ord April 22
SCHOFIELD, JOSHUA, Sett, Oldham, Lancaster, General Carrier Oldham Pet April 22 Ord April 22
SIMPSON, THOMAS, Ambleside, Westmorland, Grocer Kendall Pet April 22 Ord April 22
SMITH, WALTER, Bedford, Chemist Bedford Pet April 23 Ord April 23
STONEFIELD, LOUIS, Leeds, Jeweller Leeds Pet April 21 Ord April 21
TRUMPLER, HARRY SEBASTIAN, Clapham rd High Court Pet Mar 22 Ord April 21
WATSON, WILLIAM, Leytonstone, Coal Merchant High Court Pet Mar 11 Ord April 21

WIGHTMAN, WILLIAM, East Finchley, Stone Mason Barnet Pet Feb 11 Ord April 21

FIRST MEETINGS.

ALBINSON, ANNE ELIZABETH, Bolton, Clothier May 6 at 3 19, Exchange st, Bolton

ATKINS, WARNE ROWDEN RADDALL, Okehampton, Devon, Hairdresser May 11 at 11 7, Buckland ter, Plymouth

BAMFORD, FRANK, Ripon, Yorks, Antique Dealer May 6 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough

BARKER, RICHARD, Sheffield, Licensed Victualler May 4 at 12 Off Rec, Figtree ln, Sheffield

BLOUNT, SAMUEL, Derby, Glass Dealer May 4 at 11 Off Rec, 47, Full st, Derby

BUTCHER, WILLIAM MILEMAN, New Barnet, Hertford, Builder May 5 at 12 14, Bedford row

CHEESBROUGH, THOMAS SYKES, Castleford, York, Pawnbroker May 4 at 11 Off Rec, 6, Bond ter, Wakefield

COATES, CHARLES ENOS, Scarborough, Monumental Sculptor May 6 at 4 Off Rec, 48, Westborough, Scarborough

CROCKER, JONATHAN, Davenport rd, Catford, Paper Merchant May 5 at 11.30 Ruskin chmbrs, Corporation st, Birmingham

CYFER, WILLIAM EVAN, Bargoed, Glam, Haulier May 6 at 12 Off Rec, County Court, Townhall, Merthyr Tydfil

DAVIES, ALFRED JOSEPH, Grays, Essex, Tailor May 4 at 2.30 Shirehall, Chelmsford

DAVIES, OSWALD, Swinton, Lancs, Clerk May 4 at 3 Off Rec, Byrom st, Manchester

DAWBER, DANIEL, Gainsborough, Draper May 12 at 12.30 Off Rec, 10, Bank st, Lincoln

EASTWOOD, CHARLES WILLIAM, Fleetwood, Lancaster, Fruiterer May 6 at 10.15 Off Rec, 13, Winckley st, Preston

FLETCHER, RICHARD, Eccles, Lancs, Corn Factor May 4 at 3.30 Off Rec, Byrom st, Manchester

FRAMPTON, JOHN, King's Norton, Worcester, Grocer May 4 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham

GOODENOUGH, FREDERICK JOHN, Farnham, Surrey, Coal Merchant May 4 at 12 132, York rd, Westminster Bridge

GREENWOOD, EDMUND, Dunhampton, Worcester, Wheelwright May 6 at 12 Off Rec, 11, Copenhagen st, Worcester

HARDING, EDWIN, New Ferry, Chester Greengrocer May 5 at 11 Off Rec, 35, Victoria st, Liverpool

HARRISON, PERCY, Sutton Coldfield, Warwick, Commission Agent May 4 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham

HART, SAMUEL WALTER, Wadstead, Essex, Company Director May 4 at 12 Bankruptcy bldgs, Carey st

HILTON, JOHN WILLIAM, Wakefield, Miner May 4 at 10.30 Off Rec, 6, Bond ter, Wakefield

JACKSON, WILLIAM EDGAR, Walsall, Grocer May 6 at 12 George Hotel, Walsall

JAMRACH, ALBERT WILLIAM GRAY, Lanark villas, Maida hill, Stock Broker May 4 at 1 Bankruptcy bldgs, Carey st

JOHNSON, GEORGE WILLIAM, Burbage, Leicester, Boot Dealer May 4 at 12 Off Rec, 1, Berridge st, Leicester

KEPP-PAGE, LEONARD MAURICE, Kingston on Thames, Surrey May 4 at 11.30 132, York rd, Westminster Bridge

KIRKBRIGHT, ROBERT STONEY, Grossgates, nr Leeds May 5 at 11.30 Off Rec, 24, Bond st, Leeds

LANCEY, EDWARD, Blaenavon, Mon, Licensed Victualler May 4 at 11 Off Rec, 144, Commercial st, Newport, Mon

MAIN, JOHN HENRY, Malvern Link, Worcester, Music Master May 6 at 11.30 Off Rec, 11, Copenhagen st, Worcester

MEDHURST, FRANCIS HASTINGS, Victoria st, Engineer May 4 at 11 Bankruptcy bldgs, Carey st

MORGAN, MORGAN, New Tredegar, Mon, Grocer May 4 at 11.30 Off Rec, 144, Commercial st, Newport, Mon

MUSKETT, FRANCES EMILY, Northwich, Chester, Grocer May 4 at 12 Off Rec King st, Newcastle, Staffs

PARKINS, W G, & Co, Sheffield, Provision Merchants May 4 at 12.30 Off Rec, Figtree ln, Sheffield

PETTY, JAMES, Kingston upon Hull, Fish Fryer May 4 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull

PHILLIPS, CHARLES MAYOR, Liverpool, Jeweller May 4 at 12 Off Rec, 35, Victoria st, Liverpool

RAWLINGS, JOSEPH, Newcastle under Lyme, Fishmonger May 4 at 11.30 Off Rec, King st, Newcastle, Staffs

RICHARDSON, HARRY, Hart st, Bloomsbury, Surveyor May 12 at 2 Bankruptcy bldgs, Carey st

RINGHAM, JOHN THOMAS, Paignton, Devon, Assurance Agent May 4 at 12 7, Buckland ter, Plymouth

ROOTS, FREDERICK JAMS, Bartholomew close, Caretaker May 13 at 11 Bankruptcy bldgs, Carey st

ROSS, WILLIAM, New Brighton, Chester, Butcher May 4 at 11 Off Rec, 35, Victoria st, Liverpool

SCARFE, ALBERT, and HENRY GALLOWAY, Bradford, Printers May 4 at 11 Off Rec, 12, Duke st, Bradford

SLACK, JAMES, Stow on the Wold, Butcher's Assistant May 6 at 3.30 County Court bldgs, Cheltenham

SMITH, ERNEST, and CHRISTOPHER SMITH, Withington, Andoversford, Glos, Farmers May 6 at 2.30 County Court bldgs, Cheltenham

SMITH, FREDERICK, Cleethorpes, Wholesale Confectioner May 4 at 11 Off Rec, St Mary's chmbrs, Great Grimsby

STONEFIELD, LOUIS, Leeds, Jeweller May 5 at 11 Off Rec, 24, Bond st, Leeds

TAYLOR, ERNEST, Newmarket, Turf Correspondent May 4 at 2.30 White Hart Hotel, Newmarket

TAYLOR, ROBERT JOHN COURT, Prestons rd, Poplar, Licensed Victualler May 12 at 11 Bankruptcy bldgs, Carey st

TRUMPLER, HARRY SEBASTIAN, Clapham rd, Clapham May 12 at 1 Bankruptcy bldgs, Carey st

WATSON, WILLIAM, Leytonstone, Coal Merchant May 13 at 12 Bankruptcy bldgs, Carey st

WOOD, JOHN WILLIAM, Gorton, Manchester, Farmer May 4 at 2.30 Off Rec, Byrom st, Manchester